

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

AARON ABADI,
Plaintiff

V.
BRITISH AIRWAYS PLC,
MATTHEW ROBERTS,
WENDY GOMEZ,
AND NUMEROUS UNNAMED
EMPLOYEES OF BRITISH AIRWAYS PLC,
Defendants.

CASE # _____

December 18, 2021

JURY TRIAL REQUESTED-

COMPLAINT

Plaintiff, Aaron Abadi, brings this action pro se, against defendants, British Airways PLC, and several of its employees, alleging that defendants discriminated against him due to his disability, conspired to deny him his civil rights, and caused him weeks of frustration, anxiety, and anguish.

PARTIES

- 1) Plaintiff, Aaron Abadi, is an American citizen, and resides in the City

of New York. His address is 82 Nassau Street, Apt. 140, New York, NY 10038.

2) British Airways PLC is a foreign corporation based at Waterside Box 365, Harmondsworth, United Kingdom. They have a New York office at 11 West 42nd Street, 24th Floor, New York, NY 10036. (Exhibit 1) Their registered agent for process service in New York State is CT Corporation System, 28 Liberty Street, New York, NY 10005. They have additional offices in New York, at JFK International Airport (Cargo Bldg 66) Jamaica, NY, 11430, and at Terminal 7, JFK International Airport, Jamaica, NY 11430.

3) Matthew Roberts is the Airport Manager for British Airways PLC at Washington Dulles Airport and at the Baltimore International Airport. His mailing address is P.O. Box # 17286, Washington, DC 20041. He has identified himself as the Complaints Resolution Officer for British Airways.

4) Wendy Gomez is an employee at the JFK Airport office of British Airways, listed above, and can be reached at those addresses.

5) There were several other employees of British Airways that participated in the discrimination and harassment of this Plaintiff, and they will be added as defendants upon receipt of their names and pertinent information, through the discovery process.

BASIS FOR JURISDICTION, VENUE, & STANDING

6) This Court has jurisdiction over this case under 28 U.S.C. § 1331: “The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.” These claims arise under the American Carrier Access Act (“ACAA”) (49 USC § 41705), 24, and 42 U.S. Code § 1985 - Conspiracy to interfere with civil rights, amongst other federal and state claims.

7) The claims are in excess of \$75,000 and are against citizens of a foreign state, and are therefore subject to the jurisdiction of this court. 28 USC §1332. “The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between—(1) citizens of different States; (2) citizens of a State and citizens or subjects of a foreign state...(3) citizens of different States and in which citizens or subjects of a foreign state are additional parties...”

8) This case spans four different states and deals with a corporation based in England. The discrimination happened at JFK Airport in Jamaica, New York, and additionally regarding flights from Newark Airport in New Jersey, Baltimore Airport in Maryland, and Dulles Airport in Virginia.

9) This Court has the authority to grant declaratory and injunctive relief as well as monetary damages under the Declaratory Judgment Act and this Court’s

inherent powers. 28 U.S.C. §§ 2201 & 2202.

10) Venue is proper in this judicial district because Plaintiff is a resident of Manhattan, and Defendant, British Airways corporate office is in Manhattan. Additionally, the registered agent address is also in Manhattan. This would be enough to subject them to jurisdiction, if this district was a separate state. “... in a State which has more than one judicial district and in which a defendant that is a corporation is subject to personal jurisdiction at the time an action is commenced, such corporation shall be deemed to reside in any district in that State within which its contacts would be sufficient to subject it to personal jurisdiction if that district were a separate State...” 28 U.S.C. § 1391(d).

11) Plaintiff has standing to sue the defendants because they illegally discriminated against him on the basis of his medical condition by denying him the ability to fly without wearing a mask, and harassed him, ridiculed him, and made him come back on multiple occasions, until finally denying him completely.

12) A court order declaring unlawful and enjoining all defendants’ illegal discrimination and contract breaches – plus an award of compensatory and punitive damages – would redress Plaintiff’s injuries.

STATEMENT OF FACTS

1. To slow the spread of COVID-19, on January 21, 2021, President Biden issued Executive Order 13998, which directs the heads of certain Federal

agencies to take immediate actions to require mask-wearing in domestic and international transportation.

2. On January 29, 2021, CDC issued an order directing conveyance operators, which includes airlines, to use best efforts to ensure that any person on the conveyance, such as an aircraft, wears a mask when boarding, disembarking and for the duration of travel. Recognizing that there are specific instances when wearing a mask may not be feasible, the CDC Order exempts several categories of persons from the mask mandate, including “a person with a disability who cannot wear a mask, or who cannot safely wear a mask because of the disability as defined by the Americans with Disabilities Act (42 U.S.C. 12101 et seq.). The Americans with Disabilities Act (ADA) defines a person with a disability to include a person who has a physical or mental impairment that substantially limits one or more major life activities.

3. In the months prior, in response to COVID-19, U.S. and foreign air carriers generally have implemented their own policies requiring passengers to wear masks onboard aircraft even before the issuance of the Executive Order and the CDC Order. Many carriers have adopted policies that expressly allowed “no exceptions” to the mask requirement other than for children under the age of two. People with disabilities that could not wear masks were not permitted to fly, in direct violation of the Air Carrier Access Act (ACAA), which is a set of laws that

makes it illegal for airlines to discriminate against passengers because of their disability.

4. The ACAA laws (from 382.17 to 382.35) describe the following actions as discrimination:

a. 382.17 “May carriers limit the number of passengers with a disability on a flight? As a carrier, you must not limit the number of passengers with a disability who travel on a flight.”

b. 382.19 “May carriers refuse to provide transportation on the basis of disability? As a carrier, you must not refuse to provide transportation to a passenger with a disability... except... You may refuse to provide transportation to any passenger on the basis of safety, as provided in 49 U.S.C. 44902. The 49 U.S.C. 44902 refers to safety issues such as someone who doesn’t consent to a TSA search of themselves or their items. They mention another scenario, which also refers to the safety of the flight. Neither refers to wearing a mask. It then says you can refuse a passenger who poses a “direct threat,” which is established law that requires a significant risk, which also won’t apply in a case where there are no symptoms, and especially this Applicant who has natural immunity.

c. 382.21 “May carriers limit access to transportation on the basis that a passenger has a communicable disease or other medical condition?” You cannot, unless, again, the person is determined to pose a direct threat.

d. 382.23 “May carriers require a passenger with a disability to provide a medical certificate?” Essentially, you cannot require a medical certificate unless the “medical condition is such that there is reasonable doubt that the individual can complete the flight safely, without requiring extraordinary medical assistance during the flight.” Also, if there’s a direct threat of a communicable disease.

e. 382.25 “May a carrier require a passenger with a disability to provide advance notice that he or she is traveling on a flight?” No, except in special circumstances.

f. 382.33 “May carriers impose other restrictions on passengers with a disability that they do not impose on other passengers?” No, except in special circumstances.

5. Plaintiff has a disability, specifically sensory processing disorder, and cannot wear a mask. His senses go into overload when he wears anything on his face or head, including glasses, sunglasses, or a baseball cap. This is a permanent condition that he had his entire life and will continue to have for the remainder of his life. He carries around a doctor’s letter clarifying that he cannot wear a mask, and has sent a copy to British Airways medical clearance unit (Attached as Exhibit 2 is the Doctor’s letter and a redacted medical chart as Exhibit 3)

6. As per ADA guidelines and ACAA guidelines, which are almost

identical in this aspect, this Applicant should be exempt from wearing a mask. See the ADA and Face Mask Policies _ Southeast ADA Center, where it clearly defines the sensory disability, and states that such a person should be exempt (Exhibit 4). In any case, sensory processing disorder, when activated, creating sensory overload, it limits almost all major life activities, as the Applicant cannot function, which fits the ACAA and ADA criteria of disability completely.

7. In clarifying the definition of disability, ACAA 28 CFR § 36.105 (1) says “Physical or mental impairment means: (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as: Neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine.”

8. Plaintiff’s disorder affects the body system related to the sense of touch, specifically, and is included in the above definition of disability. Touch is the ability to sense pressure, vibration, temperature, pain, and other tactile stimuli. These types of stimuli are detected by mechanoreceptors, thermoreceptors, and nociceptors all over the body, most noticeably in the skin. These receptors are especially concentrated on the tongue, lips, face, palms of the hands, and soles of the feet. The law recognizes that a disorder in the important sense of touch severely limits many major life activities.

9. Applicant already had Covid in October 2020, as evidenced in the same doctor's letter, therefore without any symptoms, he would not pose a "direct threat" to justify an airline to deny him access due to his disability, and thus his inability to wear a mask. The ACAA defines this term as follows: "Direct threat means a significant risk to the health or safety of others..." (14 CFR § 382.3). Based on the CDC own guidance that "Covid reinfection is rare," and therefore there should not be any direct threat for someone who already had Covid and thus has natural immunity, without obvious symptoms. (Exhibit 5).

10. The basic sequence of events are as follows: On December 13 Plaintiff reached out to the medical clearance unit at British Airways explaining the disability and requesting clearance to fly with British Airways without a mask.

11. On December 14, British Airways medical clearance unit approved his request, advising Plaintiff to carry his doctor's letter to show the staff during the trip upon request (Exhibit 6).

12. On January 17, 2021, Plaintiff purchased a ticket on British Airways (Exhibit 7) to fly from New York to Bangalore, India, where Plaintiff has a very important and valuable business opportunity that he has been working towards for 6 years. The flight was subsequently canceled, and Plaintiff switched his flight to leave on January 22, 2021 (Exhibit 8).

13. On January 22, Plaintiff arrived at Terminal and came to his flight

with evidence of a medical disability and inability to wear a mask, namely a doctor's letter, and a pre-approval email from the British Airways medical clearance unit. He also had a valid Indian Visa. The airline check-in staff kept him there for over an hour and a half questioning the disability and saying, "you cannot fly without a mask." Eventually they agreed that they can allow him to fly without a mask, but said they cannot let him board because the visa isn't valid. They called their office in Bangalore and that's what they were told.

14. Plaintiff went home and contacted the Indian Consulate and the Bureau of Immigration of India, and received emails from each confirming that the visa is actually valid. He returned to the airport on Feb 3 and tried again. He went through a very similar routine, where they were trying to explain to him that the laws changed and now, he cannot fly without a mask. Eventually, again they said the visa was not valid, even though Plaintiff showed them the emails from the Indian Consulate and Immigration offices (Exhibits 9 & 10). At the end they said he should come back Friday night and they will get him on. They said it was just too late, and too close to the flight's departure. On Friday night Feb 5 they kept Plaintiff there for another hour and eventually said that they cannot fly me to India due to my visa being invalid. This is absolutely not true and I brought them evidence to that.

15. All this time I was staying in Philadelphia at a friend and had to drive

a few hours each way to and from the airport. On Tuesday Feb 9, I drove to Dulles Airport and talked to the Airport manager, Matt Roberts. Dulles Airport was a relatively similar distance from Philadelphia, so it made sense to try from there.

16. I was hoping that maybe the people are different there and I'd be treated better. He seemed nice and helpful. He looked into the visa issue and after an hour of research he told me that the NY check-in staff made a mistake and my visa is absolutely valid. He said he will call me in a day or two to confirm.

17. I called him Thursday Feb 11, and he told me, yes, the visa is fine, but they cannot allow me to fly without a mask. He sent an email to that effect too (Exhibit 11). I asked him to speak to the Complaint Resolution Official (CRO), and he said that he's the CRO and he cannot allow me to fly without a mask. This is so frustrating. They were playing with me. My time has value. My life has value. I need to travel for my income. This is in violation of federal and state laws. This is so unfair.

18. With the hope that at some point, British Airways and the other defendants realized that they were violating the law, and were prepared to finally allow Plaintiff to fly without a mask, Plaintiff sent another email on December 14, 2021, asking if he can now fly without a mask due to his disability.

19. Matthew Roberts responded on December 15, 2021, that nothing has changed, confirming that Plaintiff can still not fly without a mask in spite of his

disability (Exhibit 12).

20. The disability discrimination is continuous from January 22, 2021, through December 15, 2021, and ongoing thereafter, indefinitely.

21. While several other airlines do fly to destinations that are necessary for Plaintiff to reach, only Air France has allowed Plaintiff to fly maskless, without discrimination. In the past few months, Plaintiff had serious difficulty finding available flights on Air France to Bangalore India, where he needs to travel.

22. This leaves Plaintiff at the mercy of British Airways, and as you see, there was and is no mercy at all. Plaintiff was completely unable to fly to Bangalore, India in the recent months.

INJURIES & AFFECTS

23. There was a cost of \$802.19 just to go back and forth to the airport on the multiple futile trips, itemized in Exhibit 13.

24. The aggravation of packing and traveling for hours, never knowing if I will be successful. This was over a period of a few weeks, packing and saying goodbye to my family, arranging the trip to the airport, getting to the airport, going through the emotional trauma of an hour or more of interrogations and harassment, and just hanging in limbo never knowing if I will ever get to my destination.

25. The anxiety, mental anguish, frustration and overall emotional trauma of being played with every few days, knowing that my income was reliant on my

ability to travel.

26. The denial of my rights to travel, the discrimination against me because of my disabilities, the discomfort, humiliation, and embarrassment of sitting at the check in counter, treated like a freak.

27. The loss of extremely important and lucrative business opportunities due to my inability to travel. The details of these will be described and proven during discovery period prior to the trial. Plaintiff believes that these damages may be in the millions of dollars, and expects to prove the same.

28. I will work on providing estimates of the actual dollar amounts of the damages, with their justifications, to monetize the above injuries and provide a clear dollar amount, in time for a trial. The discrimination is ongoing, so the figures are fluid.

CAUSE OF ACTION

29. Count One: Violation of Federal Regulation: Refusing Transportation Solely on the Basis of a Passenger's Disability.

30. For this and all other causes of action, plaintiff realleges and incorporates by reference the allegations and facts contained from 1-22 and all exhibits attached hereto as though set forth fully herein.

31. The Airline and the Defendants refuse to carry this disabled passenger

who cannot wear a mask. They knew about the disability. They even approved him to travel, but never actually allowed him on the planes.

32. “As a carrier, you must not refuse to provide transportation to a passenger with a disability on the basis of his or her disability...” 14 CFR § 382.19(a).

33. Therefore, the Airline and Defendants are liable to Plaintiff for violating the Air Carrier Access Act (“ACAA”).

34. These laws apply to U.S, carriers and foreign carriers for flights to and from U.S. soil. “If you are a foreign carrier, this part applies to you only with respect to flights you operate that begin or end at a U.S. airport and to aircraft used for these flights.” § 382.7 (b)

35. While there is significant debate as to the question if ACAA violations are subject to a private right of action, and there are many cases where it was permitted, while more recently it has been denied, in this case where the Department of Transportation (“DOT”) completely refuses to act, and on the contrary, they encourage the airlines to violate the laws, I believe there must be a right to action.

36. Plaintiff has a lawsuit in the 2nd Circuit Court of Appeals, ABADI v. DOT, Case # 21-2807 where the details of the DOT’s lack of enforcement, failure to protect the disabled, and their deliberate ambiguous instructions to airlines have

been encouraging widespread discrimination.

37. Nothing in that lawsuit or in my words should be taken as a license for defendants to blame the DOT, and be off the hook. The Defendant British Airways PLC has expensive and intelligent attorneys that can sit down and read the laws, and instruct their people to follow. Actually, a child in high school can read the laws and get a pretty clear understanding.

38. The DOT do not make the laws, and cannot change the laws. Their job is to enforce them. If they are lax on their job, Plaintiff should be entitled to a private right of action. Congress most certainly did not want the disabled to suffer discrimination with no recourse whatsoever.

39. Many cases over the years have been allowed as a private right to action on ACAA laws. In normal circumstances maybe we have been veering toward relying on the DOT to handle those laws. These are not normal circumstances.

40. The Cause of Action codes table issued April 25, 2021, by the Administrative Office of the U.S. Courts includes a code for a private action under the ACAA: “49:41705 Air Carrier Access Act (discrimination against handicapped individuals).”

41. The Eighth Circuit is among those that recognize a private right of action under the ACAA.

42. Congress passes civil-rights laws to protect classes of people subject to discrimination – including the disabled. If the executive department tasked with enforcing the statute neglects its duty, Congress intends for those illegally discriminated against to have a remedy – and in this case, the only remedy is a private lawsuit. This Plaintiff filed a complaint with the Department of Transportation (DOT), but received no response. The DOT refuses to enforce the ACAA.

43. Therefore, the Airline and all Defendants are liable to Plaintiff for violating the Air Carrier Access Act.

44. This explanation shall be incorporated in all the violations herein that are from ACAA laws.

45. Count Two: Defendants did not provide the required written statement of the reason for their refusal to allow me to fly on their planes.

46. 14 CFR § 382.19 (d) “If you refuse to provide transportation to a passenger on his or her originally-scheduled flight on a basis relating to the individual's disability, you must provide to the person a written statement of the reason for the refusal. This statement must include the specific basis for the carrier's opinion that the refusal meets the standards of paragraph (c) of this section or is otherwise specifically permitted by this part. You must provide this written statement to the person within 10 calendar days of the refusal of transportation.”

47. Count Three: Defendants refused to provide this passenger

transportation, on the claims of a possible communicable disease or infection, without following the law and determining that Plaintiff was a direct threat.

As a matter of fact, Plaintiff was required by his destination airport and country, Bangalore, India to provide a negative Covid PCR test, so each time he traveled, he provided evidence of that to the airline. (Exhibit 14)

48. 14 CFR § 382.21, “(a) You must not do any of the following things on the basis that a passenger has a communicable disease or infection, unless you determine that the passenger's condition poses a direct threat: (1) Refuse to provide transportation to the passenger.”

49. **Count Four: Passenger’s transportation was delayed multiple times** in violation of 14 CFR § 382.21, “(a) You must not do any of the following things on the basis that a passenger has a communicable disease or infection, unless you determine that the passenger's condition poses a direct threat: ... (2) Delay the passenger's transportation (e.g., require the passenger to take a later flight)...”

50. **Count Five: Defendants required a medical certificate**, in violation of the following:

51. 14 CFR § 382.21, “(a) You must not do any of the following things on the basis that a passenger has a communicable disease or infection, unless you determine that the passenger's condition poses a direct threat: (3) Impose on the

passenger any condition, restriction, or requirement not imposed on other passengers; or Require the passenger to provide a medical certificate.”

52. **Count Six: Defendants did not provide the required written explanation within the required ten-day timeframe.**

53. 14 CFR § 382.21 (e) “If you take any action under this section that restricts a passenger's travel, you must, on the passenger's request, provide a written explanation within 10 days of the request.”

54. The request was made at each airport upon denial of transportation.

55. **Count Seven: Not responding to a complaint filed.** A Complaint was filed by Plaintiff to the DOT on or about February 26, 2021.

56. Defendants did not respond to Plaintiff’s complaint to the DOT as required.

57. 14 CFR § 382.155 (d) As a carrier, you must make a dispositive written response to a written disability complaint within 30 days of its receipt. The response must specifically admit or deny that a violation of this part has occurred...”

58. **Count Eight: Conspiracy to interfere with civil rights:** Defendants, British Airways, the listed Defendants and the ones that will be added later, all conspired to interfere with Plaintiff’s civil rights, by conspiring to deprive him of his right to fly and by conspiring to deny him his rights in all the counts listed

herein.

59. 42 U.S. Code § 1985 - Conspiracy to interfere with civil rights. "...if one or more persons engaged therein do, or cause to be done, any act in furtherance of the object of such conspiracy, whereby another is injured in his person or property, or deprived of having and exercising any right or privilege of a citizen of the United States, the party so injured or deprived may have an action for the recovery of damages occasioned by such injury or deprivation, against any one or more of the conspirators."

60. **Count Nine: Neglecting to Prevent Interference with Civil Rights.** Defendants, employees of British Airways PLC, including the Numerous Unnamed Employees (whose names will be obtained during discovery) were aware of the conspiracy to interfere with the civil rights of the disabled by banning Plaintiff and similarly disabled from all flights but did nothing to stop it. These Individual Defendants possess the power to stop the conspiracy today but have not taken any action to do so. This claim is thus ongoing and the one-year statute of limitations does not apply.

61. "Every person who, having knowledge that any of the wrongs conspired to be done, and mentioned in section 1985 of this title, are about to be committed, and having power to prevent or aid in preventing the commission of the same, neglects or refuses so to do, if such wrongful act be committed, shall be

liable to the party injured, or his legal representatives, for all damages caused by such wrongful act, which such person by reasonable diligence could have prevented; and such damages may be recovered in an action on the case; and any number of persons guilty of such wrongful neglect or refusal may be joined as defendants in the action...” 42 USC § 1986.

62. Section 1986 creates a remedy against persons whose acquiescence make conspiracies to interfere with civil rights possible.

63. Therefore, all to-be-named Individual Defendants in addition to the listed defendants are personally liable to Plaintiff for neglecting to prevent interference with his civil rights.

64. Count Ten: Violation of New York State Human Rights Law (“HRL”). Defendants violated Plaintiff’s civil rights by denying him access to fly, by mistreating him, yelling at him, and not treating him equally.

65. HRL § 291 (2) “The opportunity to obtain education, the use of places of public accommodation and the ownership, use and occupancy of housing accommodations and commercial space without discrimination because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, marital status, or disability, as specified in section two hundred ninety-six of this article, is hereby recognized as and declared to be a civil right.”

66. § 292 (9) “The term "place of public accommodation, resort or

amusement" shall include... all public conveyances operated on land or water or in the air, as well as the stations and terminals thereof..."

67. § 296 (2) (a) "It shall be an unlawful discriminatory practice for any person, being the owner, lessee, proprietor, manager, superintendent, agent or employee of any place of public accommodation, resort or amusement, because of the race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability or marital status of any person, directly or indirectly, to refuse, withhold from or deny to such person any of the accommodations, advantages, facilities or privileges thereof..."

68. **Count Eleven: Violation 1 of Virginia Human Rights Act: The Airline and Matthew Roberts refused to carry this disabled passenger who cannot wear a mask.** They knew about the disability. They even approved him to travel, but never actually allowed him on the planes.

69. "As a carrier, you must not refuse to provide transportation to a passenger with a disability on the basis of his or her disability..." 14 CFR § 382.19(a).

70. Therefore, the Airline and Defendants are liable to Plaintiff for violating the Air Carrier Access Act ("ACAA"). As per Code of Virginia Human Rights Act, any conduct that violates a federal statute or regulation, is an unlawful discriminatory practice under Virginia State Law. This violation of federal ACAA

laws therefore is a violation of discrimination under Virginia State Law.

71. Code of Virginia, Chapter 39. Virginia Human Rights Act § 2.2-3902. “Conduct that violates any Virginia or federal statute or regulation governing discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions including lactation, age, military status, disability, or national origin is an unlawful discriminatory practice under this chapter.”

72. Count Twelve: Violation 2 of Virginia Human Rights Act:
Defendants did not provide the required written statement of the reason for their refusal to allow me to fly on their planes

73. Under the same justification as the previous count, where it is Virginia State Law to recognize every federal violation as a discrimination under Virginia State law, Plaintiff hereby incorporates Count number two above as a violation of Virginia State Law, and thus separates it into its own count here.

74. Count Thirteen: Violation 3 of Virginia Human Rights Act:
Defendants refused to provide this passenger transportation, on the claims of a possible communicable disease or infection, without following the law and determining that Plaintiff was a direct threat.

75. Under the same justification as the previous count, where it is Virginia State Law to recognize every federal violation as a discrimination under Virginia

State law, Plaintiff hereby incorporates Count number three above as a violation of Virginia State Law, and thus separates it into its own count here.

76. **Count Fourteen: Violation 4 of Virginia Human Rights Act:**
Passenger's transportation was delayed, as British Airways PLC and Defendant Matthew Roberts looked into the mask exemption issue, in violation of 14 CFR § 382.21, “(a) You must not do any of the following things on the basis that a passenger has a communicable disease or infection, unless you determine that the passenger's condition poses a direct threat: ... (2) Delay the passenger's transportation (e.g., require the passenger to take a later flight)...”

77. Under the same justification as the previous count, where it is Virginia State Law to recognize every federal violation as a discrimination under Virginia State law, Plaintiff hereby incorporates Count number four above as a violation of Virginia State Law, and thus separates it into its own count here.

78. **Count Fifteen: Violation 5 of Virginia Human Rights Act:**
Defendants British Airways and Matthew Roberts required Plaintiff to present a medical certificate, in violation of federal law 14 CFR § 382.21.

79. Under the same justification as the previous count, where it is Virginia State Law to recognize every federal violation as a discrimination under Virginia State law, Plaintiff hereby incorporates Count number five above as a violation of Virginia State Law, and thus separates it into its own count here.

80. Count Sixteen: Violation 6 of Virginia Human Rights Act:
Defendants did not provide the required written explanation within the required ten-day timeframe.

81. 14 CFR § 382.21 (e) “If you take any action under this section that restricts a passenger's travel, you must, on the passenger's request, provide a written explanation within 10 days of the request.”

82. Under the same justification as the previous count, where it is Virginia State Law to recognize every federal violation as a discrimination under Virginia State law, Plaintiff hereby incorporates Count number six above as a violation of Virginia State Law, and thus separates it into its own count here.

83. Count Seventeen: Violation 7 of Virginia Human Rights Act:
Defendants British Airways PLC and Matthew Roberts are in violation of Virginia State Law that considers it an unlawful discriminatory practice to refuse, withhold or deny an individual accommodation, advantages, services etc. due to a medical disability.

84. § 2.2-3904. “Nondiscrimination in places of public accommodation; definitions. "Place of public accommodation" means all places or businesses offering or holding out to the general public goods, services, privileges, facilities, advantages, or accommodations. B. It is an unlawful discriminatory practice for any person, including the owner, lessee, proprietor, manager, superintendent,

agent, or employee of any place of public accommodation, to refuse, withhold from, or deny any individual, or to attempt to refuse, withhold from, or deny any individual, directly or indirectly, any of the accommodations, advantages, facilities, services, or privileges made available in any place of public accommodation...”

85. Count Eighteen: Violation 8 of Virginia Human Rights Act:
Defendants British Airways and Matthew Roberts sent a notice by email that Plaintiff will not be permitted to fly with the airline due to his disability. This is in violation of Virginia State Law.

86. § 2.2-3904 “It is an unlawful discriminatory practice for any person... to publish, circulate, issue, display, post, or mail, either directly or indirectly, any communication, notice, or advertisement to the effect that any of the accommodations, advantages, facilities, privileges, or services of any such place shall be refused, withheld from, or denied to any individual on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, sexual orientation, gender identity, marital status, disability, or military status.”

87. Count Nineteen: Maryland Human Rights: Defendants British Airways PLC and BWI Airport Manager, Matthew Roberts discriminated against the Plaintiff by refusing to allow him to travel and benefit from British

Airways facilities and airplanes, at the Baltimore Airport in Maryland in violation of the State of Maryland Human Rights Laws.

88. Pursuant to State Government Article, §20-304, Annotated Code of Maryland, it is unlawful for an owner or operator of a place of public accommodation or an agent/employee of the owner or operator to refuse, withhold from, or deny to anyone the accommodations, advantages, facilities and privileges of a place of public accommodation because of race, sex, age, color, creed, national origin, marital status, sexual orientation, gender identity, or disability.

89. The law protects you in the following settings including, but not limited to: Restaurants, Hotels, Theatres, Bus & Transportation Services...”

90. **Count Twenty: New Jersey Human Rights violation; Defendants withheld from and denied to this Plaintiff the facilities and privileges of traveling on British Airways**, utilizing the lounges in the airport, and flying on their airplanes, from all airports, including Newark Airport located in New Jersey.

91. Law Against Discrimination “LAD” defines public accommodations as follows: “A place of public accommodation shall include...any public conveyance operated on land or water or in the air or any stations and terminals thereof;” NJSA 10:5-5. (L)

92. N.J.S.A. 10:5-12 It shall be an unlawful employment practice, or, as the case may be, an unlawful discrimination: f. (1) For any owner, lessee,

proprietor, manager, superintendent, agent, or employee of any place of public accommodation directly or indirectly to refuse, withhold from or deny to any person any of the accommodations, advantages, facilities or privileges thereof, or to discriminate against any person in the furnishing thereof...”

93. **Count Twenty-One: New Jersey Human Rights LAD; Defendants British Airways and Matthew Roberts sent an email notice to Plaintiff conveying that he will not be permitted to travel on British Airways** (Exhibit 11), in violation of the New Jersey LAD.

94. N.J.S.A. 10:5-12 “It shall be an unlawful employment practice, or, as the case may be, an unlawful discrimination: ...directly or indirectly to publish, circulate, issue, display, post or mail any written or printed communication, notice, or advertisement to the effect that any of the accommodations, advantages, facilities, or privileges of any such place will be refused, withheld from, or denied to any person, on account of the race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, disability...”

95. **Count Twenty-Two: NYC Civil Rights Laws: Unlawful discriminatory practice by denying Plaintiff equal access to all facilities and to fly from JFK Airport** in Jamaica, New York, which is in the borough of Queens

in New York City.

96. The New York City Administrative Code Title 8: Civil Rights § 8-107 (4) “It shall be an unlawful discriminatory practice for any person who is the owner, franchisor, franchisee, lessor, lessee, proprietor, manager, superintendent, agent or employee of any place or provider of public accommodation... Because of any person's actual or perceived race, creed, color, national origin, age, gender, disability, marital status, partnership status, sexual orientation, uniformed service or immigration or citizenship status, directly or indirectly: (a) To refuse, withhold from or deny to such person the full and equal enjoyment, on equal terms and conditions, of any of the accommodations, advantages, services, facilities or privileges of the place or provider of public accommodation.”

97. Public Accommodation is defined as follows: “Place or provider of public accommodation. The term "place or provider of public accommodation" includes providers, whether licensed or unlicensed, of goods, services, facilities, accommodations, advantages or privileges of any kind, and places, whether licensed or unlicensed, where goods, services, facilities, accommodations, advantages or privileges of any kind are extended, offered, sold, or otherwise made available.” § 8-102

98. **Count Twenty-Three: NYC Civil Rights Laws: Unlawful discriminatory practice by Defendants British Airways and Matthew Roberts,**

as they sent an email notice to Plaintiff conveying that he will not be permitted to travel on British Airways (Exhibit 11), in violation of the NYC Civil Rights Laws. Plaintiff was notified that he could not fly from JFK Airport in Jamaica, New York, which is in the borough of Queens in New York City.

99. The New York City Administrative Code Title 8: Civil Rights § 8-107 (4) “It shall be an unlawful discriminatory practice for any person who is the owner, franchisor, franchisee, lessor, lessee, proprietor, manager, superintendent, agent or employee of any place or provider of public accommodation... 2. Directly or indirectly to make any declaration, publish, circulate, issue, display, post or mail any written or printed communication, notice or advertisement, to the effect that: (a) Full and equal enjoyment, on equal terms and conditions, of any of the accommodations, advantages, facilities and privileges of any such place or provider of public accommodation shall be refused, withheld from or denied to any person on account of race, creed, color, national origin, age, gender, disability.”

100. Public Accommodation is defined as above in the previous count.

101. **Count Twenty-Four: NYC Civil Rights violation: Failed to engage in a cooperative dialogue within a reasonable timeframe**, rather strung Plaintiff along for weeks until finally just denying him completely.

102. The New York City Administrative Code Title 8: Civil Rights § 8-107 - 28 (b) Public accommodations. It shall be an unlawful discriminatory practice for

any person who is the owner, franchisor, franchisee, lessor, lessee, proprietor, manager, superintendent, agent or employee of any place or provider of public accommodation to refuse or otherwise fail to engage in a cooperative dialogue within a reasonable time with a person who has requested an accommodation or who the covered entity has notice may require an accommodation related to disability as provided in subdivision 15 of this section.

103. All defendants were all in violation of this law.

104. **Count Twenty-Five: Breach of Contract: Forcing This Passenger to Wear Masks When They Never Agreed to Do So in the Contract of Carriage** (Exhibit 15) +General Conditions of Carriage.”

105. The Airline and Defendants include no provisions in their contract of carriage mandating that passenger wear face coverings. Forcing passengers to wear a mask constitutes a breach of contract.

106. Now, if there is a law requiring masks, then those people required by that law to wear a mask, may have to wear a mask. The airline and its employees cannot force someone who is exempt by those laws due to his disability, to wear a mask.

107. By forcing Plaintiff to wear a mask, and then denying him access to fly without a mask, the Airline and its employees breached the contract.

108. Defendants are responsible for damages and other relief for breach of

contract.

109. Count Twenty-Six: Breach of Contract: Contract states in 9c that if passenger is denied boarding against his will, he will receive compensation, and provide refreshments and other care as provided by any law that may apply.

110. Plaintiff was denied boarding against his will on three separate occasions and did not receive anything. DOT requires airlines to pay for involuntary bumping from a flight.

111. Count Twenty-Seven: Breach of Contract: Contract states that “if you are a passenger with a disability, we will carry you where arrangements have been made for your special needs, and we will use reasonable efforts to accommodate your special needs.”

112. Defendants did not accommodate, but rather they played with me, yelled at me, and eventually completely denied me from traveling.

113. Count Twenty-Eight: Deceptive & Misleading Trade Practices.
The Airline and Defendants have deceived this Plaintiff multiple times. They kept telling him that he should come back in a few days and they will allow him to fly without a mask.

114. There was never an intent by the airport staff of ever allowing Plaintiff to fly.

115. DOT defines a practice as “deceptive” by showing that: “(1) The practice actually misleads or is likely to mislead consumers; (2) who are acting reasonably under the circumstances; (3) with respect to a material matter.” Id. These requirements are codified at 14 CFR § 399.79.

116. The airlines have a statutory duty not to deceive and mislead their customers. 49 USC § 41712.

876. Therefore, the Airline and defendants are liable to Plaintiff for deceptive and misleading trade practices.

PRAYER FOR RELIEF

WHEREFORE, the plaintiff request this Court grant the following relief:

- A. **Declaratory Relief:** Declare that DOT has failed its statutory obligation to enforce the ACAA, thereby creating a private right of action in this Court for me to enforce the anti-discrimination law as Congress intended.
- B. Declare that the defendants have violated the ACAA and its underlying regulations by mistreating Plaintiff, by denying him passage, by making him come back and forth multiple times, and by discriminating against him due to his disability.
- C. **Injunctive Relief:** Issue a permanent injunction prohibiting all defendants from violating any of the laws listed in the counts above, and any other illegal actions from any passenger asserting a mask exemption because of a medical

condition unless that person is known to have a communicable disease such as COVID-19 by information showing the person has tested positive for the coronavirus in the last two weeks or the person presents with a fever of more than 100.4°F.

D. Issue a permanent injunction prohibiting all defendants from forcing mask-exempt passengers to do anything different than what is required for other passengers.

E. **Compensatory Damages:** Award Plaintiff compensatory damages to be determined after discovery.

F. **Punitive Damages:** Award Plaintiff punitive damages where applicable.

G. Issue a permanent injunction prohibiting all defendants from forcing any passenger not known to be infected with a communicable disease to cover their face.

H. Grant other declaratory and injunctive relief as may be necessary to ensure that all defendants comply with the Air Carrier Access Act; Rehabilitation Act; Food, Drug, & Cosmetic Act; their legal duty to ensure the health and safety of their passengers; international law; and the Constitution.

I. Grant such other and further relief as the Court may deem just and proper under the circumstances.

PLAINTIFF'S CERTIFICATION AND WARNINGS

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

I agree to notify the Clerk's Office in writing of any changes to my mailing address. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Respectfully submitted this 18th day of December 2021.

/S/ AARON ABADI
Aaron Abadi, plaintiff
Apt. 140
82 Nassau St.
New York, NY 10038
Telephone: 516-639-4100
E-Mail: aa@neg.com

I have read the Pro Se (Nonprisoner) Consent to Receive Documents
Electronically: **X** Yes ___ NO

DEFENDANTS' ADDRESSES

British Airways PLC

New York office

11 West 42nd Street, 24th Floor

New York, NY 10036.

312-843-5794

Their registered agent for process service in New York State:

CT Corporation System,

28 Liberty Street, New York, NY 10005

Matthew Roberts

Airport Manager for British Airways PLC

P.O. Box # 17286, Washington, DC 20041

703-572-2455

Physical Office Address:

Washington Dulles Airport

British Airways Office

1 Saarinen Cir, Dulles, VA 20166

Wendy Gomez

British Airways

Terminal 8

JFK international Airport

Jamaica, NY 11430

312-843-5794

1-312-843-5794

(post-travel queries)

Monday - Friday: 09:00-13:00 Eastern Standard Time (EST)

EXHIBIT 1

If you'd like to speak to us about a refund enquiry, to make changes to an existing booking or to discuss your Executive Club account, rather than call Customer Relations please [contact Executive Club](#) :

To change a booking/action a refund please fax us where a colleague will be happy to help.

Fax: +1-212-251-6753

(for sending copies of documents or receipts):

Contact the British Airways North America Refunds Department if your ticket was issued in the United States, Canada or Bermuda and you are not able to process your refund online.

Fax:

+1 212 251 6711

(for sending copies of documents or receipts)

Please do not send multiple faxes for the same enquiry, as this can slow down response times.

Address

British Airways Customer Relations

11 West 42nd Street

24th Floor

New York, NY 10036

We're keen to get to the bottom of your issues whatever they might be. As much as we'd love to help over the phone, you will find it easier to get in touch by dropping us a message.

[Write to us.](#)

Help with your delayed baggage



Get help with baggage claims



Support for the hearing impaired



Help with using our website



Information about IAG Cargo



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| [About BA](#) | [Media Centre](#) | [Customer Commitment and Contingency Plan](#) | [Careers](#) |
[Corporate Responsibility](#) | [Modern Slavery statement](#) | [Iberia.com](#) |

[General Conditions of Carriage](#)



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COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

FIND PROVIDER >

Department of State
Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: BRITISH AIRWAYS PLC

FOREIGN LEGAL NAME:

ENTITY TYPE: FOREIGN BUSINESS CORPORATION

DOS ID: 60870

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY DISPLAY

FILING HISTORY

Service of Process Name and Address

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY ST., NEW YORK, NY, United States, 10005

Chief Executive Officer's Name and Address

Name: SEAN DOYLE

Address: WATERSIDE, PO BOX 365, HARMONDSWORTH, United Kingdom, UB7-0GB

Principal Executive Office Name and Address

Name:

Address:

Registered Agent Name and Address

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY ST., NEW YORK, NY, 10005

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share

Department of State

Division of Corporations

Entity Information

ENTITY NAME:BRITISH AIRWAYS PLC

DOS ID:60870

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE:FOREIGN BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: -

ENTITY STATUS:Active

DATE OF INITIAL DOS FILING:12/03/1946

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING:12/03/1946

INACTIVE DATE:

FOREIGN FORMATION DATE:08/04/1939

STATEMENT STATUS:CURRENT

COUNTY:New York

NEXT STATEMENT DUE DATE:12/31/2022

JURISDICTION:United Kingdom

NFP CATEGORY:

Name: Aaron Abadi | [REDACTED] | MRN: 9141633 | PCP: Yelena Karasina, MD

Letter Details

EXHIBIT 2



Yelena Karasina, MD
NYU LANGONE AMBULATORY CARE WEST SIDE

355 WEST 52ND ST
NEW YORK NY 10019-6239
Phone: 646-754-2100
Fax: 646-754-2148

December 3, 2020

Patient: **Mr. Aaron Abadi**
Date of Birth: [REDACTED]
Date of Visit: **12/3/2020**

To Whom it May Concern:

Mr. Aaron Abadi is suffering from extreme sensitivity to touch, mostly in the area of his head. For this reason he is unable to wear face mask or face shield, and should not be required to do so.
He has already recovered from COVID, and is not contagious.

Sincerely,

Yelena Karasina, MD

This letter was initially viewed by Aaron Abadi at 12/7/2020 9:41 AM.

MyChart® licensed from Epic Systems Corporation © 1999 - 2021

EXHIBIT 3



AFTER VISIT SUMMARY

Aaron Abadi DoB [REDACTED] 5/6/2021 3:30 PM Preston Robert Tisch Center for Men's Health 646-754-2000

Instructions from Ian Lustbader, MD



Today's medication changes

➔ START taking:

Accurate as of May 6, 2021 9:17 PM.

Review your updated medication list below.



Pick up these medications at CVS/pharmacy #2716 Cor of Nassau 129 Fulton St, New York, NY 10038-2716 212-233-5021 212-233-7153

Your estimated payment per fill: \$0

Address: 129 Fulton St, New York NY 10038-2716
Phone: 212-233-5021



Labs ordered today

URINALYSIS (NO CULTURE) WITH REFLEX TO MICROSCOPY
Please complete by 5/6/2021



Return in about 6 months

(around 11/6/2021) for repeat labs, review meds, renew meds, follow up symptoms.

Today's Visit

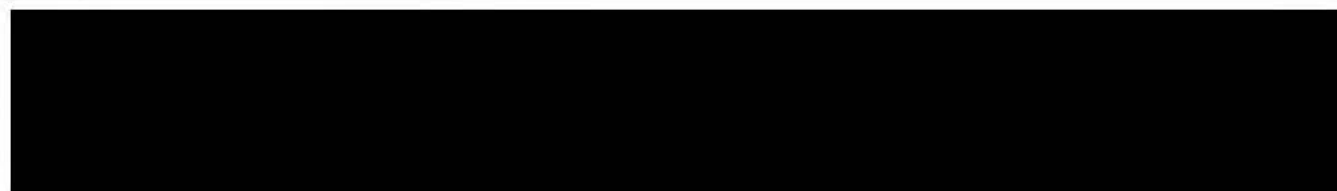


You saw Ian Lustbader, MD on Thursday May 6, 2021 for:

- [REDACTED]
- [REDACTED]
- [REDACTED]

The following issues were addressed:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- Sensory integration disorder
- [REDACTED]
- [REDACTED]



Done Today

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Immunizations Given

- [REDACTED]

What's Next

JUL
28
2021

New Patient Appointment with John G Zampella, MD

Wednesday July 28 1:30 PM

Please arrive 15 minutes prior to your appointment time.

Bring your insurance card and photo identification.

Bring your MD referral/pre-certification (if applicable).

Bring a copy of your medical records, recent test results (including labs, X-ray, CT, etc,) that relate to the reason for your visit.

Bring the name and phone number of your primary and referring MD.

Be prepared to pay any co-payments or patient responsible balances at the time of your appointment.

Preston Robert Tisch Center for Men's Health

555 Madison Ave
New York NY 10022-3301
646-754-2000

SEP
1
2021 Physical with Yelena Karasina, MD
Wednesday September 1 11:00 AM
Arrive 15 minutes prior to appointment.

NYU Langone Ambulatory Care West
Side
355 West 52nd St
New York NY 10019-6239
646-754-2100

OCT
27
2021 Follow Up Appointment with Ian Lustbader, MD
Wednesday October 27 4:30 PM
Arrive 15 minutes prior to appointment.

Preston Robert Tisch Center for Men's
Health
555 Madison Ave
New York NY 10022-3301
646-754-2000

NYU Langone Health App & MyChart

- Download the NYU Langone Health app on the **App Store** or **Google Play** to stay connected to your care anytime and anywhere.
- Sign in with your NYU Langone Health MyChart account username and password.
- You can schedule appointments, view test results, request prescription refills, send secure messages to your providers, have a virtual urgent care visit, and more.

 **START**

[illegible]Page 4 of 5 **Epic**

Information About Medication Safety

It is important to keep an updated record of the medications you are taking, and to bring this updated list of medications every time you visit your Health Care Provider and when you come to the hospital. We want to help you in managing your medications safely after your visit or discharge. This includes the potential side effects of your medications. If you have any questions regarding the medications you are taking, please speak to your Health Care Provider or Pharmacist.

Have questions about your bills?

Our physician and hospital customer service representatives are available to answer any billing questions: <https://nyulangone.org/insurance-billing-financial-assistance>

Physician Billing: 1 - 877 - 648 - 2964

Hospital Billing: 1 - 800 - 237 - 6977

Finding a Physician Within NYU Langone Health

As one of the nation's premier academic medical centers, NYU Langone Health is devoted to excellence in patient care, education, and research. We are proud that our care team includes leading specialists for every condition.

Should you need assistance finding a physician or service, please visit us on our website at <https://nyulangone.org/doctors>.

To reach us by phone:

NYU Langone Physician Referral Services – (855) 314-2978

NYU Langone Orthopedic Hospital – (888) 453-3627

Family Health Centers at NYU Langone – (718) 630-7942

Additional resources include:

National Suicide Prevention Hotline – **(800) 273-8255**

NYC Suicide Hotline – **(888) 692-9355**

EXHIBIT 4

**Information, Guidance and Training on the Americans with Disabilities Act**

[Home](#) » [Disability Issues](#) » [The ADA and Face Mask Policies](#)

The ADA and Face Mask Policies

Updated: 8/27/2021

Contents

- [Introduction](#)
- [May a federal, state or local government agency or a business require customers to wear a face mask?](#)
 - [Note: CDC Guidance](#)
 - [Updates \(8/27/2021\)](#)
 - [Court Cases: ADA and Face Masks](#)
- [Is there a reason a person might not be able to wear a face mask?](#)
 - [Examples of a person with a disability who might not be able to wear a face mask](#)
- [If a person with a disability is unable to wear a face mask, do I still have to allow them in my business or government agency?](#)
- [Are there any situations when an agency or business does not have to provide a reasonable modification to the face mask policy?](#)
 - [Fundamental Alteration](#)
 - [Undue Burden](#)
 - [Direct Threat](#)
- [How should I respond to a request for a reasonable modification to the face mask policy?](#)
 - [Best Practice Tip](#)
- [Summary & Resources](#)
 - [Citation](#)
 - [Endnotes](#)
 - [Disclaimer](#)

Introduction

The COVID-19 pandemic has changed our world in many ways. People with disabilities, people with chronic health conditions such as heart disease, lung disease, and diabetes, and people over the age 60, are at a higher risk of becoming infected and more likely to become seriously ill. Safety measures such as social distancing, vaccines, respiratory etiquette, and the wearing of face masks or cloth face coverings are our first line of defense to keep people safe from severe illness. [\[44\]](#)

Note: In this document, the term “face mask” will be used for both face masks and cloth face coverings.



Wearing a face mask is one important way to slow the spread of COVID-19. [\[45\]](#)

On July 27, 2021, the Centers for Disease Control and Prevention (CDC) updated its guidance on face masks. The CDC recommends that face masks be worn by everyone, regardless of vaccination status, in areas of substantial and high transmission. Wearing a face mask increases protection from the Delta variant and lessens the chance of spreading it to others. [\[1\]](#)[\[43\]](#) The CDC considers substantial transmission to be 50 to 100 new cases per 100,000 people over a seven-day period. High transmission is 100 or more cases per 100,000 people over seven days or in areas with 8% or higher positive test rates. [\[32\]](#)

Additionally, the CDC urges that fully vaccinated people who have compromised immune systems continue to wear a face mask. The number of federal, state and U.S. territories with face mask mandates changes in response to current outbreak conditions. [\[33\]](#)

Wearing a face mask may be difficult for some people with a disability. State and local government agencies or private businesses that want customers to use a face mask may have questions and concerns. This fact sheet offers guidance to questions about the issue of face mask policies, reasons why a person with a disability might not be able to wear a face mask, and the legal rights a person has under the Americans with Disabilities Act (ADA).

May a federal, state or local government agency or a business require customers to wear a face mask?

NOTE: CDC Guidance

The information from the Centers for Disease Control and Prevention (CDC) and other authorities has changed as the COVID-19 pandemic evolves and new variants emerge. Therefore, private businesses and government agencies should follow the most current information on maintaining safety by reviewing the [CDC Coronavirus \(COVID-19\) information](https://www.cdc.gov/coronavirus/2019-ncov/faq.html) (cdc.gov).

You can also access more information at:

- [Accessible COVID-19 Resources from CDC guidance](#)

Source: Center for Inclusive Design and Innovation (CIDI)

- [Older Adults and People with Disabilities: COVID-19 Resources](#)

Source: Administration for Community Living (ACL)

UPDATES

August 27, 2021 – State Mask Mandates

The number of federal, state and U.S. territories with face mask mandates changes in response to current outbreak conditions. As of August 27, 2021, ten states (California, Connecticut, Hawaii, Illinois, Louisiana, Nevada, New Mexico, New York, Oregon and Washington), the District of Columbia, and the territory of Puerto Rico have mask mandates in place. Also, on August 27, Oregon became the first state to reimpose a face-covering requirement for people in outdoor public settings, and Illinois' indoor mask order is being expanded to cover vaccinated people, effective August 30. [\[33\]](#)

August 20, 2021 – Face Masks, Travel and Transportation

The Centers for Disease Control and Prevention (CDC), Transportation Security Administration (TSA), and the U.S. Department of Transportation (DOT) remind people who chose to travel that they are still required to wear a face mask c

buses, trains, and other forms of public transportation traveling into, within, or outside of the United States. This includes all U.S. transportation hubs such as airports and stations for trains and buses. CDC guidance states that fully vaccinated people are safe to travel and can resume travel within the United States.^[46] However, travel outside the United States poses additional risks. Fully vaccinated travelers might be at increased risk for getting and possibly spreading some COVID-19 variants.^[47]

On Friday, August 20, 2021, the Transportation Security Administration (TSA) is extending the face mask requirement for individuals across all transportation networks throughout the United States, through January 18, 2022. The transportation network includes airports, onboard commercial aircraft, on over-the-road buses, and on commuter bus and rail systems.^[48]

July 27, 2021 – Centers for Disease Control (CDC) Interim Public Health Recommendations for Fully Vaccinated People

On July 27, 2021, the Centers for Disease Control and Prevention (CDC) updated its guidance on face masks for fully vaccinated people. The CDC recommends that face masks be worn by everyone, regardless of vaccination status.^[1] The guidance specifically states that a fully vaccinated person should “wear a mask indoors in public if you are in an area of substantial or high transmission.”^[32]

CDC continues to urge people with compromised immune systems and people who live in households with people who have compromised immune systems to wear masks. The CDC recommends that fully vaccinated people who have a known exposure to someone with suspected or confirmed COVID-19 infection be tested 3-5 days after exposure and to wear face masks in indoor public settings for 14 days or until they receive a negative test result. Finally, the CDC recommends that all teachers, staff, students, and school visitors wear masks in school settings, regardless of vaccination status.^[42]

July 19, 2021 – American Academy of Pediatrics (AAP) COVID-19 Guidance for Safe Schools

On July 19, 2021, the American Academy of Pediatrics (AAP), the leading pediatrics organization in the United States, issued a face mask recommendation for schools that are re-opening this fall. The AAP advises that all staff and students over the age of 2 wear face masks when at school unless prohibited by a medical or developmental condition. The AAP guidance also strongly encourages all employees

individuals to receive the COVID-19 vaccine. Schools are urged to provide available and accessible vaccine resources for the whole community.

AAP endorsed the guidance from the Centers for Disease Control (CDC) that schools carry out multiple prevention strategies including social distancing, face masks, handwashing, quarantining, cleaning, disinfections, screening testing, building ventilation, and respiratory etiquette. These things help limit the transmission of respiratory pathogens that are airborne or spread by droplets. [\[39\]](#)

Respiratory Etiquette

- Covering your mouth and nose when coughing or sneezing.
- Using tissues and throwing them away.
- Washing your hands or using hand sanitizer every time you touch your mouth or nose.
- Providing tissues and no-touch trash cans to throw them away
- Offering disposable face masks to customers and employees

The AAP, citing guidance from the World Health Organization (WHO), the United Nations Children's Fund (UNICEF), and the CDC, urges schools to be opened this fall. They state that there is no evidence of significantly increased community transmission by opening schools. The AAP also believes that "remote learning exposed inequities in education, was detrimental to the educational attainment of all students, and exacerbated a mental health crisis among children and adolescents".

[\[40\]](#)

July 9, 2021 – Centers for Disease Control and Prevention (CDC) Guidance for COVID-19 Prevention in K-12 Schools

On July 9, 2021, the Centers for Disease Control and Prevention (CDC) provided guidance that individuals who are not fully vaccinated (age 2 and older) should continue to wear face masks indoors and in crowded settings when physical distancing cannot be maintained. It is recommended that **schools** maintain 3 feet of physical distancing in classrooms. **Schools** should also carry out multiple strategies to prevent the spread of COVID-19. These strategies include: social distancing, face masks, handwashing, screening testing, ventilation, and respiratory etiquette. The CDC emphasized the importance of in-person instruction even when a school cannot implement all prevention strategies. [\[38\]](#)

June 10, 2021 – Face Masks, Travel and Transportation – Outdoor Areas

The Centers for Disease Control and Prevention (CDC) issued guidance that face masks are no longer required in **outdoor areas** where transportation is provided or at transportation hubs. Transportation includes: airplanes, trains, school buses, subways, buses, taxis, ride-shares, trolleys, cable cars, and ships and boats.

Transportation hub is any location where people await, board, or disembark from public transportation. In these cases, private vehicles are not considered transportation.

If transportation sites or transportation hubs have **outdoor areas** (such as on a ferry or an open-air trolley or bus), wearing a face mask is not required while outdoors **unless otherwise required** by the operator, federal, State, tribal, territorial, or local government. However, the CDC continues to recommend wearing of face masks in these areas by people who are not fully vaccinated to protect themselves and others. [\[37\]](#)



February 1, 2021 – Face Masks, Travel and Transportation

A **federal order took effect requiring travelers to wear face masks**. According to the order from the Centers for Disease Control and Prevention (CDC), face masks must be worn by passengers on trains, buses, trains and subways, airplanes, ships, taxis and ride-share services as well as any other mode of transportation. The order also requires face masks at all transportation hubs including airports, bus terminals, seaports, train stations, and U.S. ports of entry. [\[30\]](#) This guidance follows President Biden's executive order requiring face masks to be worn on all federal properties. [\[31\]](#)

March 11, 2020: Centers for Disease Control and Prevention (CDC) Face Mask Recommendation

The **World Health Organization (WHO) declared COVID-19 as a pandemic.**^[2] The Centers for Disease Control and Prevention (CDC) noted that studies have shown that many people who do not have symptoms of COVID-19 can spread the virus to other people. Because it takes four to fourteen days for someone to show symptoms, they also may infect others without knowing it.^[3] This means that the virus can be shared between people who are close to each other. For example, people who are speaking, coughing, or sneezing may spread the virus even if they do not have symptoms.^[4] Therefore, the CDC recommends that people over age two wear a face mask in public or where it can be hard to stay six feet apart from others.^[5]

Court Cases: ADA and Face Masks

Resurrection School v. Hertel

In a ruling handed down on August 23, 2021, the Sixth Circuit Court of Appeals, upheld a district court ruling that refused to block a mask mandate put in place by the Michigan Department of Health and Human Services. Resurrection Catholic Elementary School sued Elizabeth Hertel, the Director of the Michigan Department of Health and Human Services, claiming the face mask mandate was a violation of their rights to free exercise of religion, equal protection, and due process, because face masks hide faces “made in God’s image and likeness.” Although the mask mandate in Michigan was lifted before this decision, the Sixth Circuit’s decision is important in the event a new mask mandate is imposed. The court relied on a rational basis test, saying the state has a legitimate interest to keep the public safe and that the mandate applied to all elementary schools and did not single out religious education institutions.^[49]

Pletcher v. Giant Eagle Inc.

In another case decided on October 23, 2020, in the Federal District Court for the Western District of Pennsylvania, the Court denied a preliminary injunction in the case of Pletcher v. Giant Eagle Inc. If granted, the injunction would have required Giant Eagle Inc. to change its policy of requiring all customers to wear a face mask or other face covering inside their store. In this case, sixty-nine plaintiffs filed a class action suit claiming Giant Eagle Groceries were in violation of Title III of the ADA by denying access to customers who claimed they could not wear a face mask due to their disabilities. In the ruling, U.S. District Judge Nora Barry Fischer determined that the store’s face mask policy was a correct interpretation of the Pennsylvania Department of Health’s order that face masks are to be worn in public spaces and that those who cannot wear a face mask may instead wear a face shield. Giant Eagle noted

defense that they had in place other modifications to policy and practice consistent with ADA Title III to accommodate customers with disabilities. [\[29\]](#)

Bunn v. Nike, Inc.

In July 2020, Bunn v. Nike Inc., San Francisco Superior Court, resulted in a class action settlement for customers who are deaf or hard of hearing. The suit claimed that Nike's policy requiring all retail employees to wear face masks violated the ADA. In the settlement, Nike agreed to make the following changes to address the issues for customers who are deaf or hard of hearing: (1) reasonable modifications to policy, practice, and procedure by requiring employees to wear transparent face masks to provide effective communication; (2) providing guidance to employees about accommodating customers; and (3) posting signs at store entrances notifying customers they can request additional assistance. [\[41\]](#)

Is there a reason a person might not be able to wear a face mask?

The Centers for Disease Control and Prevention (CDC) states that a person who has trouble breathing, is unconscious, incapacitated, or otherwise unable to remove the face mask without assistance should not wear a face mask or cloth face covering. [\[6\]](#)

Examples of a person with a disability who might not be able to wear a face mask

- Individuals with asthma, chronic obstructive pulmonary disease (COPD), or other respiratory disabilities may not be able to wear a face mask because of difficult or impaired breathing. People with respiratory disabilities should consult their own medical professional for advice about using face masks. The Centers for Disease Control and Prevention (CDC) also states that anyone who has trouble breathing should not wear a face mask. [\[7\]](#)



- People with post-traumatic stress disorder (PTSD), claustrophobia (an abnormal fear of being in enclosed or narrow places), severe anxiety [\[8\]](#) may feel afraid or terrified when wearing a face mask. These individuals may not be able to stay calm or function when wearing a face mask.

- Some people with autism are sensitive to touch and texture.^[9] Covering the nose and mouth with fabric can cause sensory overload, feelings of panic, and extreme anxiety.
- A person who has cerebral palsy may have difficulty moving the small muscles in the hands, wrists, or fingers. Due to their limited mobility, they may not be able to tie the strings or put the elastic loops of a face mask over the ears. This means that the person may not be able to put on or remove a face mask without assistance.
- A person who uses mouth control devices such as a sip and puff to operate a wheelchair or assistive technology or uses their mouth or tongue to use assistive ventilators may be unable to wear a face mask.

If a person with a disability is unable to wear a face mask, do I still have to allow them in my business or government agency?

The number of federal, state and U.S. territories with face mask mandates changes in response to current outbreak conditions.^[33] As of July 20, 2021, eight states (California, Connecticut, Hawaii, Illinois, Nevada, New Mexico, New York, and Washington), the District of Columbia, and the territory of Puerto Rico have mask mandates in place.

These mandates vary by state. For the most part, the mandates require face masks to be worn by people who are unvaccinated and not fully vaccinated inside public spaces, public transportation, workplaces, congregate settings and any situation that where six feet of social separation cannot occur. These mandates also include exemptions for children, people with disabilities or medical conditions, and situations where face masks interfere with effective communication.^[26] These state mandates do not override the consideration of reasonable modifications to policy, practice, and procedure required by the Americans with Disabilities Act (ADA). Many private businesses have also developed policies requiring the use of face masks. The ADA does not have any rules that address the required use of face masks by state and

local governments or private business owners.

If a person with a disability is not able to wear a face mask, state and local government agencies and private businesses must consider **reasonable modifications** to a face mask policy so that the person with the disability can participate in, or benefit from, the programs offered or goods and services that are provided. A reasonable modification means changing policies, practices, and procedures, if needed, to provide goods, services, facilities, privileges, advantages, or accommodations to an individual with a disability.^[10] It is important to focus on how to provide goods or services to a customer with a disability in an equal manner. This can be done by reasonably modifying your policies, practices, or procedures.

The requirement to modify a policy, practice, or procedure **does not include individuals *without* disabilities**, as they are not protected under the Americans with Disabilities Act (ADA).

Examples of reasonable modifications to a face mask policy

- Allow a person to wear a scarf, loose face covering, or full face shield instead of a face mask.
- Allow customers to order online with curbside pick-up or no contact delivery in a timely manner.
- Allow customers to order by phone with curb-side pick-up or no contact delivery in a timely manner.
- Allow a person to wait in a car for an appointment and enter the building when called or texted.
- Offer appointments by telephone or video calls.

Are there any situations when an agency or business does not have to provide a reasonable modification to the face mask policy?

There are three reasons under the Americans with Disabilities Act (ADA) that a state or local government agency or private business may not have to provide a reasonable modification.

Fundamental Alteration

A state or local government agency or private business may not have to provide a reasonable modification if the modification would change the nature of the service, program, activity, goods, services, or facilities. [\[11\]](#)[\[12\]](#)

A fundamental alteration is a change to such a degree that the original program, service, or activity is no longer the same. [\[13\]](#)

- **Example of a fundamental alternation:** A customer requests that a store deliver her items to her home as a reasonable modification so that she does not have to enter the store. The store does not offer a home delivery. Therefore, the store would not have to grant the request for home delivery since it would be a fundamental alteration of their services.

Undue Burden

A state and local government agency or private business is not required to take any action that it can demonstrate would result in an undue financial or administrative burden. An undue burden is a significant difficulty or expense. [\[14\]](#)[\[15\]](#)

- **Example of an undue burden:** A person would like to visit city library when no other customers are present. He requests that staff allow him in 30 minutes before the building opens. This might be an undue burden for the library due to limited staffing.

The requirements for showing an undue financial or administrative burden are different for a state or local government agency and a private business.

State or Local Government Agency and Undue Burden

The head of a state or local government agency or his/her designee are the only ones who can make the decision as to whether a reasonable modification is an undue burden. The decision-maker must provide information in writing with the reasons why the modification is an undue burden.

In determining whether financial and administrative burdens are excessive, all financial resources used to fund the programs, services, or activities of the public entity must be considered. If an action would result in an undue burden, the

local government agency must look for other ways to ensure that individuals with disabilities receive the benefits and services of the program or activity. ^[27]

Private Business and Undue Burden

A private business must consider the following things to determine if an action or reasonable modification would result in an undue burden.

1. The nature and cost of the reasonable modification.
2. The overall financial resources of the business making the reasonable modifications; the number of people employed at the business; the effect on expenses and resources of the business; legitimate safety requirements that are necessary for safe operation, including crime prevention measures; or the impact otherwise of the action upon the operation of the site.
3. For businesses with multiple sites, consideration is given to the degree of geographic separateness and the administrative or financial relationship of the sites that will make the modification more difficult or expensive.
4. If applicable, the overall financial resources, size, number of employees, and type and location of facilities of the parent corporation or entity (if the business involved in the reasonable modification is part of a larger business).
5. If applicable, an assessment is made of the parent corporation or entity's type of operation, including the structure and functions of the workforce. ^[28]

Direct Threat

A state or local government agency or private business may not have to provide a reasonable modification to the face mask policy if the individual with a disability poses a direct threat to the health or safety of others.

A direct threat is a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services. ^{[16][17]} The determination that a person poses a direct threat to the health or safety of others may not be based on generalizations or stereotypes about the effects of a particular disability. It must be based on an individual assessment that considers the particular activity and the actual abilities

and disabilities of the individual. [\[18\]](#)[\[19\]](#)

During a pandemic, state and local government agencies and businesses should use the most up to date information from the Centers for Disease Control and Prevention (CDC), the U.S. Department of Labor (DOL) Occupational Safety and Health Administration (OSHA), and the state public health agencies. Because the pandemic threat to health and safety will vary by region, you should consult your local public health agency for guidance. [\[20\]](#)

To limit a direct threat from the COVID-19 pandemic, a state or local government agency or private business may impose legitimate safety requirements necessary for safe operation. However, these groups must ensure that their safety requirements are based on real, specific risks, not on speculation, stereotypes, or generalizations about individuals with disabilities. [\[21\]](#)[\[22\]](#) These safety requirements must be consistent with the ADA regulations about direct threat and legitimate safety requirements, and consistent with advice from the CDC and public health authorities.

To limit a direct threat and have safety requirements in place to address the COVID-19 pandemic, state and local government agencies and businesses may:

- Develop policies and procedures for prompt identification and isolation of people with symptoms of COVID-19, including employees and customers.
- Offer face masks to employees and customers.
- Enforce social distancing guidelines.
- Inform customers about symptoms of COVID-19 and ask sick customers to minimize contact with workers and other customers until they are healthy again.
- Post signs with COVID-19 information in places that sick customers may visit (e.g., pharmacies, hospitals, public health agencies, grocery stores).
- Include COVID-19 information in automated messages sent when messages are sent to customers via phone messages, text, or email; and/or
- Limit customers in-person access by customers to the buildings operated by a state or local government agency or private business, as appropriate.

How should I respond to a request for a reasonable modification to the face mask policy?

The U.S. Department of Justice (DOJ) issued two settlement agreements that provide guidance on the reasonable modification decision-making process. [\[23\]](#)[\[24\]](#)

1. A state or government agency should designate at least one person, and a back-up, who are authorized to receive and review requests for reasonable modifications. The decision-maker for a state or local government agency is the head of the public agency or their designee. [\[25\]](#) Although not required, private businesses are encouraged to designate a person to receive and review requests for reasonable modifications and make decisions.
2. After receiving a request for a reasonable modification, talk with the individual with a disability to learn why the person needs to modify the face mask policy and to find a solution that meets ADA requirements. Decisions about reasonable modifications should be made in a timely manner.
3. After the discussion, the government agency or private business may:
 1. Agree to the request. In most cases, because the interaction is brief, businesses such as department stores, grocery stores, and pharmacies or government agencies such as the courthouse or drivers' services, will be able to agree to the request. Generally, state and local governments may not ask for documentation of disability as the interactions are brief and in doing so would amount to unequal treatment of people with disabilities.
 2. Deny the request. If a request for modifications is denied, a state or local government agency or private business is encouraged to provide a written statement as to why the request was denied, provide a copy to the person with a disability, and keep a copy on file.
 3. In some unique circumstances where the interaction is not brief (e.g., a college or university that offers students extended residency in dormitories), the school may ask students with non-obvious disabilities for medical documentation about the person's disability that is narrowly tailored and is absolutely necessary to:
 1. Verify that the individual meets the ADA definition of disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities); or
 2. Describe the needed modification; or
 3. Show the relationship between the individual's disability and the need for the requested modification.

Medical Documentation

The U.S. Department of Justice (DOJ) nor other federal agencies with enforcement authority have not provided specific guidance about whether a store can or cannot ask for medical documentation about a person's inability to wear a face mask due to a disability. Generally, guidance from the U.S. Department of Justice has not allowed asking for documentation for accommodations at businesses where interactions are brief, such as grocery stores or pharmacies. Some places such as medical offices or hospitals may need the medical documentation because a person who is not wearing a face mask may infect other people who are sick.

Best Practice Tip

Prepare a list of possible alternatives to a face mask/cloth face covering policy that you can share with people with disabilities who request a reasonable modification to your policy. See: [Examples of reasonable modifications to a face mask policy](#) for examples of policy modifications.

Summary

As the COVID-19 pandemic continues, state and local government agencies and private businesses must make reasonable modifications to allow people with disabilities to access the goods and services they offer. Following ADA requirements for reasonable modifications within federal, state, and local health and safety guidelines will allow you to keep employees and customers safe, reduce new infections, and still provide goods and services to everyone.

Resources

For more about your rights under the Americans with Disabilities Act (ADA) and how they apply to the coronavirus (COVID-19) pandemic: [ADA, Disability & COVID-19 Resources](#) (adacovid19.org)

For additional information on face coverings and the ADA:

- [Fact Sheet: Healthcare & Face Coverings: Reducing Communication Barriers for Deaf and Hard of Hearing Patients](#)
Source: ADA National Network, Northwest ADA Center (adata.org)
- [Fact Sheet: Face Coverings and Businesses: Balancing the ADA with Public Health During COVID-19](#)

Source: Northwest ADA Center (nwadacenter.org)

- [FAQs: The ADA, Small Business and Face Masks](#)

Source: Great Plains ADA Center (gpadacenter.org)

- [ADA Today Podcast: COVID-19, Face Mask Policies and ADA Title II and III](#)

Source: Mid-Atlantic ADA Center (adainfo.org)

- [Webinar Archive: Face Coverings and the ADA – Application of ADA Title III](#)

Source: ADA Audio Webinar Series: Great Lakes ADA Center
(accessibilityonline.org)

ADA National Network

For questions and training on the Americans with Disabilities Act (ADA),
contact your regional ADA center at **1-800-949-4232**

or visit the [national website: adata.org](https://adata.org)

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EXHIBIT 5

COVID-19

Reinfection with COVID-19

Updated Aug. 6, 2021 [Print](#)

Cases of reinfection with COVID-19 have been reported, but remain rare.

In general, reinfection means a person was infected (got sick) once, recovered, and then later became infected again. Based on what we know from similar viruses, some reinfections are expected. We are still learning more about COVID-19. Ongoing COVID-19 studies will help us understand:

- How likely is reinfection
- How often reinfection occurs
- How soon after the first infection can reinfection take place
- How severe are cases of reinfection
- Who might be at higher risk for reinfection
- What reinfection means for a person’s immunity
- If a person is able to spread COVID-19 to other people when reinfected

Delta Variant

The Delta variant causes more infections and spreads faster than earlier forms of the virus that causes COVID-19. It might cause more severe illness than previous strains in unvaccinated people.

- Vaccines continue to reduce a person’s risk of contracting the virus that cause COVID-19, including this variant.
- Vaccines continue to be highly effective at preventing hospitalization and death, including against this variant.
- Fully vaccinated people with breakthrough infections from this variant appear to be infectious for a shorter period.
- Get vaccinated and wear masks indoors in public spaces to reduce the spread of this variant.

[About the Delta Variant](#) [Variants in the US](#)

What CDC is doing

CDC is actively working to learn more about reinfection to inform public health action. CDC developed recommendations for public health professionals to help decide when and how to test someone for suspected reinfection. CDC has also provided information for state and local health departments to help investigate suspected cases of reinfection. We will update this guidance as we learn more about reinfection.

Important Ways to Slow the Spread of COVID-19

- Get a [COVID-19 vaccine](#) as soon as you can. [Find a vaccine.](#)
- Wear [a mask that covers your nose and mouth](#) to help protect yourself and others.
- [Stay 6 feet apart from others](#) who don't live with you.
- Avoid crowds and poorly ventilated indoor spaces.
- [Wash your hands often](#) with soap and water. Use hand sanitizer if soap and water aren't available.

More Information

[How to Protect Yourself & Others](#)

[How Do I Find a COVID-19 Vaccine?](#)

[About Variants of the Virus that Causes COVID-19 | CDC](#)

[Choosing Safer Activities | CDC](#)

Last Updated Aug. 6, 2021

EXHIBIT 6

aa@neg.com

From: PMCU <pmcu.pmcu@ba.com>
Sent: Monday, December 14, 2020 4:08 AM
To: Aaron Abadi
Subject: Face Mask

Good morning

Thank you for your email.

Although it is mandatory for all passengers to wear a face mask, we do recognise that this may not be possible for everyone. You will be challenged by Airport Personnel and Cabin Crew, so please be prepared to present your Doctors letter at all times.

Kind regards
Passenger Medical Clearance Unit
British Airways

Tel. 44 (0) 208 738 5444
Fax. 44 (0) 208 738 9644

Revised Office Opening Hours:
Monday - Friday 8am to 4pm
Weekends/Bank Holidays - Closed

**To reply to this email send to: pmcu.pmcu@ba.com **

DATA PROTECTION

The personal and medical details you provide will be used by British Airways to handle your request for medical clearance and to arrange the necessary travel assistance. British Airways Plc is the 'data controller' of your personal information under European Union and UK data protection law. In order to assess and manage your request it may be necessary for British Airways to disclose information relating to your health to third parties such as medical professionals, airport staff, the Civil Aviation Authority and border control. In cases where you request mobility assistance we will need to provide your information to the relevant airport operator.

British Airways will retain the information for a period of 13 months after which it will be destroyed.

If you have any questions about the way we use your information, please contact us by writing to: Data Protection Officer, British Airways Plc, Waterside (HCB3), PO Box 365, Harmondsworth UB7 0GB, England or alternatively, refer to our online Private Policy at www.ba.com.



From: Aaron Abadi <aa@neg.com>
Sent: 13 December 2020 20:12

To: PMCU <pmcu.pmcu@ba.com>

Subject: Medical Disability

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

The CDC recommendation regarding wearing masks includes the following:

“Wearing masks may be difficult for some people with sensory, cognitive, or behavioral issues. If they are unable to wear a mask properly or cannot tolerate a mask, they should not wear one...”

I am one of those people, unfortunately. I have serious sensory issues and cannot wear a mask for a flight.

The State of New York mandate similarly has exclusions for someone like me and requires that as a person with disabilities, we are accommodated. I believe most mandates concur.

I already had Covid. I tested positive in early October, so there is no actual health risk to other passengers. Additionally, I can provide a recent negative Covid test and a doctor’s letter confirming my disability and my recovery from Covid.

Here is my question:

Is it possible for me to fly with your airline and not wear a mask? Would you be able to accommodate my disability?

Thank you,

Aaron Abadi

CEO

National Environmental Group

Cell # 516-639-4100

12/10/2020

Name: Aaron

Letter Details



Yelena Karasina, MD
NYU LANGONE AMBULA
355 WEST 52ND ST
NEW YORK NY 10019-6239

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EXHIBIT 7

aabadi@optonline.net

From: British Airways e-ticket <BA.e-ticket@email.ba.com>
Sent: Sunday, January 17, 2021 9:32 PM
To: aabadi@optonline.net
Subject: Your e-ticket receipt SG8WIE: 23 Jan 2021 21:30



Your e-ticket receipt

Dear Mr Abadi,

Booking reference: SG8WIE

Thank you for booking with British Airways.

Ticket Type: e-ticket

This is your e-ticket receipt. Your ticket is held in our systems, you will not receive a paper ticket for your booking.

If the payment cardholder is travelling, you must bring the card used to pay for this booking to the airport with you, for verification, before you can travel.

What to do next

Visit Manage My Booking and print "Your Itinerary", a customer friendly up-to-date summary of your booking. We suggest you take this with you on your trip, as some authorities will need to see a printed flight itinerary.

Please check the details of the items purchased are correct. If you have made a mistake, you may cancel your flight booking and claim a refund without penalty, up to 24 hours from when you made the original booking. Refunds under these circumstances can only be requested by calling our contact centres.

[More information](#)

We also recommend the following services to help you get the most out of your journey:



Generous baggage allowance

Take full advantage of your free allowance on your British Airways operated flights, of 2 hand baggage items and one checked bag. Find out exactly what your baggage allowance is.



Pay to take extra checked bags

Save on extra baggage charges by pre-paying on ba.com before check in. After you are checked in, you can only pay for extra bags at the airport.



Online check-in opens 24 hours before your flight departs

Choose your seat early, print or download your boarding pass and speed through the airport when you check in online, from 24 hours before departure.



Pay to choose your seat in advance

Use our seat map to find, reserve and pay for your seat in advance.

This is only a selection of the services available for you in Manage My Booking. To use these, or to see what else is available please click below.

The button below will take you directly to your booking. As it provides direct access, please only forward this email if you want the recipient to access your booking and the related services.

[Manage my booking](#)

Your Itinerary

BA0114

British Airways | World Traveller | Confirmed

23 Jan 2021

21:30

John F Kennedy (NY) (New York)

Terminal 7

24 Jan 2021

09:20

Heathrow (London)

Terminal 5

BA0119

British Airways | World Traveller | Confirmed

24 Jan 2021

13:45

Heathrow (London)

Terminal 5

25 Jan 2021

05:00

Bangalore

Passenger

MR AARON ABADI

Baggage allowances

Hand and checked baggage allowances

Baggage allowances apply to each passenger in your booking.

Flights	Hand baggage	Checked baggage
New York to London	1 handbag/laptop bag, plus 1 additional cabin bag	2 bags at 23kg (51lbs)

London to Bengaluru	1 handbag/laptop bag, plus 1 additional cabin bag	2 bags at 23kg (51lbs)
	British Airways hand baggage sizes and weight limitations	British Airways checked baggage sizes and weight limitations

There are [restrictions on what you may pack](#).

You may also be charged for extra or overweight checked bags.

Extra baggage

You will have to pay for baggage which is over your allowance.

You cannot pay to take extra bags for an infant, or extra hand baggage.

[Pay for extra bags using Manage My Booking](#)

Extra baggage charges for flight BA0114 and BA0119

John F Kennedy (NY) (New York) to Heathrow (London)

23 Jan 2021 21:30

Heathrow (London) to Bangalore

24 Jan 2021 13:45

Extra baggage	Airport Price	Pre-airport price*
1st item of luggage (max 23kg)	USD 200.00	USD 170.00
2nd item of luggage (max 23kg)	USD 200.00	USD 170.00
Any additional items of luggage (max 23kg)	USD 200.00	USD 170.00
Over weight baggage		
Each item of baggage	USD 100	-

[Pay for extra bags using Manage My Booking](#)

*Pre-airport price means online or by booking through the British Airways contact centre.



Very important information

If you do not check your bags through to your final destination you may incur additional charges

Disability and mobility assistance

Please contact us if you have a disability so that we can give you the help you need. You can reserve your seat for free, book a wheelchair or mobility assistance at the airport and order a special meal.

[Contact us](#)

Payment Information

Ticket Number(s)	125-2116356709 (MR AARON ABADI)
Card Type	MasterCard Debit
Card Holder	MR AARON ABADI
Card Number	*****4652
Billing Address	82 NASSAU STREET,140,NEW YORK NY 10038
Payment Total	USD 656.58
Payment Date	17 Jan 2021
Flight tickets issued by	British Airways, USA
IATA Number	33991134
Endorsements	Pax carrier restriction apply penalty applies -bg:ba
Fare Details	USD 312.00
Fare breakdown	The price of your ticket includes a carrier imposed charge per sector levied by the carrier. All taxes, fees and charges are to be paid by the member (not British Airways).

Please note that air travel is not subject to VAT therefore we do not issue VAT receipts.

Where applicable, if you wish to change the date or time of your flight, or cancel your booking, the cost of doing so will generally be lower on ba.com than over the telephone or at a ticket desk. Service charges are subject to change. For further details and a list of the current charges, please visit:

<https://ba.com/servicefees>

Taxes/fees/charges	
Government, authority and airport charges	Per adult
Passenger Civil Aviation Security Service Fee - USA	USD 5.60

International Transportation Tax - USA	USD 19.10
Passenger Service Charge - United Kingdom	USD 40.38
Passenger Facility Charge	USD 4.50
Total government, authority and airport charges* > More information	USD 69.58
British Airways fees and surcharges	Per adult
Carrier Imposed Charge	USD 275.00
Total British Airways fees and surcharges > More information	USD 275.00
Total taxes, fees and surcharges per person	USD 344.58

*Government and/or airport taxes are refundable, however some countries will apply a Value Added Tax, Sales Tax or equivalent, which will only be refunded on fully flexible tickets.

**A refund of the carrier imposed charge may be made on unused flights in your itinerary if it is permitted by the fare rules and conditions applicable to your booking.

Please note that air travel is not subject to VAT therefore we do not issue VAT receipts.

Yours sincerely,

British Airways Customer Services

British Airways may monitor email traffic data and also the content of emails, where permitted by law, for the purposes of security and staff training and in order to prevent or detect unauthorised use of the British Airways email system.

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How to contact us

This is an automated email, and we are unable to respond to replies. To ask a question online, send us an email, or find the contact numbers please click on the link below and go to "Your questions"

[Your questions](#)

Data Protection Notice

Your personal data will be processed in accordance with the applicable marketing and operating carrier's privacy policy and, where your booking is made via a reservation system provider ("GDS"), with its privacy policy. These are available at <http://www.iatatravelcenter.com/privacy> or from the carrier or GDS directly. You should read this documentation, which applies to your booking and specifies, for example, how your personal data is collected, stored, used, disclosed and transferred.

If you have received this email in error

This is a confidential email intended only for the British Airways customer appearing as the addressee. If you are not the intended recipient please delete this email and inform the sender as soon as possible. Please note that copying, distribution or other action taken or omitted to be taken in reliance upon it is prohibited and may be unlawful.

Passenger notices

Dangerous articles in baggage

For safety reasons, dangerous articles such as those listed below, must not be carried in passengers checked or hand/cabin baggage:



Acids



Poisons



Flammable liquids



Explosives



Matches /
Lighters



Bleach



Incapacitating
sprays



Ignitable
gas
devices



Compressed
gas

or other articles or substances which present a danger during air transport.

[More information on dangerous articles in baggage is available here](#)

[More information on security prohibited items \(PDF, 29 kb, English only\)](#)

Notice

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention or the Montreal Convention may be applicable and these Conventions govern and may limit the liability of carriers for death or bodily injury and in respect of loss of or damage to baggage. Many air carriers have waived the Warsaw Convention limits for death or bodily injury. Further information may be obtained from the carrier. For further information see the Notice of Liability Limitations.

Conditions of Carriage

It is important that you read this section carefully as it contains important information about the terms on which carriage and other services are provided to you.

Carriage and other services provided by the carrier are subject to Conditions of Carriage and the Conditions of Contract, which are hereby incorporated by reference. These conditions may be obtained from the issuing carrier.

Copies of the Conditions of Contract and the British Airways General Conditions of Carriage are available on request or can be obtained at the airport or online here:

[Conditions of Contract](#)

[British Airways General Conditions of Carriage](#)

Notice of liability limitations

The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit the liability of air carriers for death or bodily injury, for loss of or damage to baggage, and for delay. For more information, please visit:

[Liability Limitations](#)

Passenger service charge and carrier imposed charge

The price of your ticket includes a carrier imposed charge. They are shown in the "TAX/FEE/CHARGE" area of your ticket. These sums are levied by British Airways and are not a tax, fee or charge imposed by a Government Authority or by a third party. UB is the Passenger Service Charge which carriers pay to UK airport operators for each passenger's use of airport facilities.

Notice of government and airport imposed taxes, fees and charges

The price of this ticket may include taxes, fees and charges which are imposed on air transportation by Government Authorities and Airports. They may represent a significant portion of the cost of air travel and are either included in the fare or shown separately in the "TAX/FEE/CHARGE" box(es) of this ticket. You may also be required to pay taxes, fees and charges not already collected.

Overbooking

For a copy of British Airways' overbooking policy, please visit:

[Overbooking policy](#)

Travel aware

We recommend that all British travellers check the Foreign and Commonwealth Office website for essential travel advice to make informed decisions about travelling abroad. For the latest information relating to specific countries check www.gov.uk/travelaware where you can sign up for email alerts, guidance and tips. For nationals of other countries, please check your own government's travel advice.



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EXHIBIT 8

aabadi@optonline.net

From: British Airways Customer Services <BA.CustSvcs@email.ba.com>
Sent: Thursday, January 21, 2021 8:44 AM
To: aabadi@optonline.net
Subject: BA confirmation of flight changes: Ref.SG8WIE



BA confirmation of flight changes

Dear Mr Abadi,

Booking reference: **SG8WIE**

Please accept our apologies for any inconvenience caused.

Changes to your itinerary

Following our recent contact regarding your affected flights, please see details below of the changes that have been agreed. If you require any further information regarding your itinerary, please refer to ba.com or your travel agent.

Passengers:

MR AARON ABADI

BA0114

BRITISH AIRWAYS | WORLD TRAVELLER | Confirmed

22 Jan 2021

21:30**JOHN F KENNEDY**

Terminal 7

23 Jan 2021

09:20**HEATHROW**

Terminal 5

BA0119

BRITISH AIRWAYS | WORLD TRAVELLER | Confirmed

23 Jan 2021

12:45**HEATHROW**

Terminal 5

24 Jan 2021

04:00**BANGALORE**

e-ticket number(s):

125-2116449014

What to do next

Please check in for your new flight(s) as normal.

If you had already checked in bags and are no longer in possession of these bags, please contact a British Airways service desk before checking-in for your new flight.

To view full details of your booking and check-in information, please click the link below:

Manage My Booking

Important travel information and check in options

We advise you to carry a copy of this email with you for international travel, as you may need to present it at immigration and security points.

Your ticket coupons are stored electronically in our computer system. The conditions of contract relating to your ticket are detailed at the end of this email. Please keep your original e-ticket receipt for reference.

Useful service links

Click on the link below to go to Manage My Booking, where you can:

- Make seat requests
- Check in online
- Notify us of special dietary requirements
-

Manage My Booking

Have you also booked hotel, car or insurance?

Changes made to your flights do not change any non-flight products associated with this booking such as car or hotel reservations, or insurance. You will need to contact your booking agent to make any further changes.

Baggage

For detailed checked (hold) baggage allowance, including infant allowances, click the link below

<http://ba.com/baggage>

Baggage that exceeds allowances will incur a charge. No single item of baggage may weigh more than 32kg (70lbs)

For cabin bag allowance click the link below

<http://ba.com/cabinbag>

How to contact us

We try to offer you as full a service as possible, but we are unable to respond to individual replies to this email.

If you do have a question to ask us, you can find answers and our email form by clicking the link below:

<http://ba.com/yourquestions>

For phone numbers, click the link below

<http://ba.com/contactus>

Yours sincerely,

British Airways Customer Services



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If you have received this email in error

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Registered number: 1777777. Registered office: Waterside, PO Box 365, Harmondsworth, West Drayton, Middlesex, England, UB7 0GB. Additional terms and conditions are available on our website: www.ba.com

EXHIBIT 9

aa@neg.com

From: noreply@pramit.co.in on behalf of PRAMIT (Helpline), CGI, New York. <noreply@pramit.co.in>
Sent: Thursday, January 28, 2021 9:54 AM
To: aa@neg.com
Subject: Response of CGI, NY on PRAMIT ID : CGNY-QY-ZIWPR81644

Welcome to Consulate General Of India, New York

Dear Aaron Abadi,

Attached visa is completely valid to travel to India.

It is recommended that you may travel by Air India VBM direct flight from USA to India. In case of any deviation (other airlines or indirect flight), please check with airlines concerned before booking the air tickets that they would allow you to travel.

If you have any further questions/doubts or you would like to submit your reply : please visit our website and submit your query/reply through PRAMIT using your PRAMIT ID.

Please do not reply to this e-mail.

**Thanks & Regards,
Consulate General of India
3 East 64th Street,
New York, NY.
Tel No. for all enquiries : +1 347-721-9243**

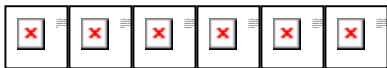


EXHIBIT 10

aa@neg.com

From: Anand Swarup <support.covid19-boi@gov.in>
Sent: Saturday, February 6, 2021 8:54 AM
To: aa@neg.com
Cc: BOI SUPPORT CENTRE
Subject: Re: Business visa

Dear Sir/Madam,

1) As per the latest guidelines dated 21.10.2020 of Ministry of Home Affairs, All existing visas, except electronic visas (e-Visa), Tourist visa and Medical Visa, which remained suspended, are restored with immediate effect. **If the validity of such visa has expired, the foreign national may obtain a fresh visa of appropriate category/sub-category from the Indian Mission/Post concerned .**

2) You may please visit website <<https://www.boi.gov.in>> for the latest guidelines/travel advisories issued by the Ministry of Home Affairs, Govt. of India.

Following categories of foreign nationals are permitted to enter India by water routes or by flights including those under the Vande Bharat Mission or 'Air Bubble' (Bilateral Air Travel Arrangements) Scheme or by any non-scheduled commercial flights as allowed by the Ministry of Civil Aviation:-

(a) All Overseas Citizen of India (OCI) cardholders and PIO cardholders holding passports of any country.

(b) All foreign nationals intending to visit India for any purpose(including their dependents on appropriate category of dependent visa) except those on Tourist Visa.

For all immigration, registration, visa, ECNR etc. related queries Email may be sent on Support Centre's email id : support-boi@mha.gov.in

Phone Numbers of BOI Support Centre 011-26711443 and 011-26713851

BOI Team

From: aa@neg.com
To: "Anand Swarup" <support.covid19-boi@gov.in>
Sent: Saturday, February 6, 2021 6:38:10 PM
Subject: Business visa

Hi

I was emailed by the Indian Consulate in New York that the attached visa is now fine to use and that I can get into India with it. I tried three times in the last two weeks, but was denied by British Airways to board the flight to India.

They quoted the Immigration officials in Bangalore Airport that they were on the phone with, that said that my business visa is not valid for travel to India.

Why am I getting conflicting stories, and what is the truth? How can I get to Bangalore now?

Thank you,

Aaron Abadi
CEO

National Environmental Group
Cell # 516-639-4100

aa@neg.com

From: Matthew Roberts <matthew.roberts@ba.com>
Sent: Monday, February 22, 2021 6:25 PM
To: Aaron Abadi
Subject: RE: Denied passage to India due to mask disability

Dear Mr. Abadi,

Thank you for your email. I will follow up with Customer Relations regarding this.

Sincerely,

Matthew Roberts



Matthew J Roberts MSc (he/him)
Airport Manager British Airways
Washington Dulles, Baltimore & Charleston



Cell: 001-571-888-6354
Office: 001-703-572-2455
Email: matthew.roberts@ba.com
Telex: IADKPBA

Mailing Address:
PO Box 17286
Washington DC 20041

Courier Address:
British Airways Operations Office
Suite #M220
Ticket Counter, Kiosk 1
Departures Level
Washington Dulles International Airport
Dulles, VA 20166

From: Aaron Abadi <aa@neg.com>
Sent: Monday, February 22, 2021 10:23 AM
To: Matthew Roberts <matthew.roberts@ba.com>
Subject: Re: Denied passage to India due to mask disability

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

I have still not received any refund.

Aaron Abadi
CEO
National Environmental Group
Cell # 516-639-4100

On Feb 12, 2021, at 9:44 PM, Matthew Roberts <matthew.roberts@ba.com> wrote:

Dear Mr. Abadi,

Thank you for your email. I appreciate the outcome of our telephone conversation was disappointing news for you.

Further to your question below, I am the British Airways Complaints Resolution Officer for Washington Dulles. A determination has been made that we are unable to accept you for travel according to TSA, CBP and CDC regulations.

Your refund request, plus the \$34, has been passed to our Customer Relations team for processing. For any other claims please contact our Customer Relations Department at;

British Airways Customer Relations
2 Park Ave Suite 1100
New York NY 10016

Or on 1-800-247-9297 or via <https://www.britishairways.com/en-us/information/help-and-contacts/contact-us>

Sincerely,

Matthew Roberts
Airport Manager Washington Dulles

Matthew Roberts

<image001.jpg>

Matthew J Roberts MSc (he/him)
Airport Manager British Airways
Washington Dulles, Baltimore & Charleston

<image003.jpg>

Cell: 001-571-888-6354
Office: 001-703-572-2455
Email: matthew.roberts@ba.com
Telex: IADKPBA

Mailing Address:
PO Box 17286
Washington DC 20041

Courier Address:
British Airways Operations Office
Suite #M220
Ticket Counter, Kiosk 1
Departures Level
Washington Dulles International Airport
Dulles, VA 20166

From: Aaron Abadi <aa@neg.com>
Sent: Thursday, February 11, 2021 5:43 PM
To: Matthew Roberts <matthew.roberts@ba.com>
Cc: 'Aaron Abadi' <aa@neg.com>; Lisa Williams <lisa.1.williams@ba.com>; PMCU <pmcu.pmcu@ba.com>
Subject: Denied passage to India due to mask disability

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Matt,

Thank you for trying to help me with my Indian Visa issue. If I understood you correctly, the visa was actually valid and the previous three times that I was not allowed to board for having an invalid visa were mistakes. Those dates were Friday January 22, 2021, Wednesday February 3, 2021, and Friday Feb 5, 2021.

I filed a complaint with Customer Relations, number # 22104202

Please forward this email to them, so that they can add all three times to the complaint, and this fourth time in Washington DC, today.

As you said to me today, I was right, my Visa was valid all these times, and I was not allowed to travel in error by British Airways. They got mixed up with a previous regulation that was canceled long before I attempted to travel.

I spent money getting to and from the airport in NYC from Philadelphia, and from Philadelphia to Washington DC.. I should be reimbursed for that. My time is valuable, and to be treated this way is wrong and unfair. I should be reimbursed for that too. And I should not be treated this way.

Now I was just turned away by you not because of the Indian Visa, but because of the fact that I have a medical disability and cannot wear a mask. I gave you the letter from my doctor, a copy of two emails from the British Airways Medical Clearance Unit approving me to travel with out a mask, a copy of CDC regulations, and DOT OACP all requiring the airlines to allow me to fly without a mask due to my disability. It's a sensory disability and it is listed clearly on the exemption.

(For the non-medical people who try reading the Doctor's letter and don't understand...If you read the Doctor's letter and you see that it explains that I am sensitive to touch. Touch is one of the five senses. That is what is being described, a sensory disability, clearly as described in the laws.)

Additionally, if you like, I can provide the same proof of exemption for the City of London, for the United Kingdom, and for the City of Bangalore.

In the interim, please fully credit my ticket charges back to my card, as promised, and please include the \$25 and \$9 extra charges during the flight changes.

Additionally, please give me the contact info for your Complaint Resolution Official (CRO), as required by the DOT. I would like to speak to him or her and see if they can help resolve this.

I think it is mean and dehumanizing to force someone with a disability to stay home. My sole source of income relies on my travel for business. I will look into possible legal action, if this persists.

I pose almost no risk at all to other passengers as is clear on my Doctor's Letter, which states that I already recovered from Covid. Yes, some suggest that one can get Covid twice, but the statistical data at this point puts it at less than 0.03%. This means that I am thousands of times less of a risk without my mask as your other passengers are, mask and all.

Please save my contact info and supply it to your superiors. Hopefully, once the panic is over, you all will want to apologize for your part in these reprehensible actions.

Aaron Abadi
CEO
National Environmental Group
Cell 516-639-4100
<image004.jpg>

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West Drayton, Middlesex, England, UB7 0GB. Additional terms and conditions are available on our website: www.ba.com

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EXHIBIT 12

aa@neg.com

From: Matthew Roberts <matthew.roberts@ba.com>
Sent: Wednesday, December 15, 2021 2:17 PM
To: aa@neg.com
Subject: RE: Denied passage to India due to mask disability

Dear Mr. Abadi,

Thank you for your email.

I regret to advise that nothing has changed since February regarding the rules and regulations on mask wearing in the airports and on-board. The same criteria applies as last time. I wish I could bring you better news.

Sincerely,

Matt Roberts



Matthew J Roberts MSc (he/him)
Airport Manager British Airways
Washington Dulles & Baltimore Airports



Cell: 001-571-888-6354
Office: 001-703-572-2455
Email: matthew.roberts@ba.com
Telex: IADKPBA

Mailing Address:
PO Box 17286
Washington DC 20041

Courier Address:
British Airways Operations Office
Suite #M220
Ticket Counter, Kiosk 1
Departures Level
Washington Dulles International Airport

Dulles, VA 20166

From: aa@neg.com <aa@neg.com>
Sent: Tuesday, December 14, 2021 10:40 AM
To: Matthew Roberts <matthew.roberts@ba.com>
Subject: RE: Denied passage to India due to mask disability

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Matt,

Hope all is well.
I realize that policies evolve.
As you are aware, I have a disability and cannot wear a mask.
Previously, you told me that I cannot fly on British Airways.
Has anything changed on your end?

Please let me know if I can now fly either from JFK, EWR, BWI, or Dulles.
I need to fly to Bangalore India again.

Thank you,

Aaron Abadi

From: Matthew Roberts <matthew.roberts@ba.com>
Sent: Monday, February 22, 2021 6:25 PM
To: Aaron Abadi <aa@neg.com>
Subject: RE: Denied passage to India due to mask disability

Dear Mr. Abadi,

Thank you for your email. I will follow up with Customer Relations regarding this.

Sincerely,

Matthew Roberts



Matthew J Roberts MSc (he/him)
Airport Manager British Airways

Washington Dulles, Baltimore & Charleston



Cell: 001-571-888-6354

Office: 001-703-572-2455

Email: matthew.roberts@ba.com

Telex: IADKPBA

Mailing Address:

PO Box 17286

Washington DC 20041

Courier Address:

British Airways Operations Office

Suite #M220

Ticket Counter, Kiosk 1

Departures Level

Washington Dulles International Airport

Dulles, VA 20166

From: Aaron Abadi <aa@neg.com>

Sent: Monday, February 22, 2021 10:23 AM

To: Matthew Roberts <matthew.roberts@ba.com>

Subject: Re: Denied passage to India due to mask disability

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

I have still not received any refund.

Aaron Abadi

CEO

National Environmental Group

Cell # 516-639-4100

On Feb 12, 2021, at 9:44 PM, Matthew Roberts <matthew.roberts@ba.com> wrote:

Dear Mr. Abadi,

Thank you for your email. I appreciate the outcome of our telephone conversation was disappointing news for you.

Further to your question below, I am the British Airways Complaints Resolution Officer for Washington Dulles. A determination has been made that we are unable to accept you for travel according to TSA, CBP and CDC regulations.

Your refund request, plus the \$34, has been passed to our Customer Relations team for processing. For any other claims please contact our Customer Relations Department at;

British Airways Customer Relations
2 Park Ave Suite 1100
New York NY 10016

Or on 1-800-247-9297 or via <https://www.britishairways.com/en-us/information/help-and-contacts/contact-us>

Sincerely,

Matthew Roberts
Airport Manager Washington Dulles

Matthew Roberts

<image001.jpg>

Matthew J Roberts MSc (he/him)
Airport Manager British Airways
Washington Dulles, Baltimore & Charleston

<image003.jpg>

Cell: 001-571-888-6354
Office: 001-703-572-2455
Email: matthew.roberts@ba.com
Telex: IADKPBA

Mailing Address:
PO Box 17286
Washington DC 20041

Courier Address:
British Airways Operations Office
Suite #M220
Ticket Counter, Kiosk 1
Departures Level

Washington Dulles International Airport
Dulles, VA 20166

From: Aaron Abadi <aa@neg.com>
Sent: Thursday, February 11, 2021 5:43 PM
To: Matthew Roberts <matthew.roberts@ba.com>
Cc: 'Aaron Abadi' <aa@neg.com>; Lisa Williams <lisa.1.williams@ba.com>; PMCU <pmcu.pmcu@ba.com>
Subject: Denied passage to India due to mask disability

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Matt,

Thank you for trying to help me with my Indian Visa issue. If I understood you correctly, the visa was actually valid and the previous three times that I was not allowed to board for having an invalid visa were mistakes. Those dates were Friday January 22, 2021, Wednesday February 3, 2021, and Friday Feb 5, 2021.

I filed a complaint with Customer Relations, number # 22104202

Please forward this email to them, so that they can add all three times to the complaint, and this fourth time in Washington DC, today.

As you said to me today, I was right, my Visa was valid all these times, and I was not allowed to travel in error by British Airways. They got mixed up with a previous regulation that was canceled long before I attempted to travel.

I spent money getting to and from the airport in NYC from Philadelphia, and from Philadelphia to Washington DC.. I should be reimbursed for that. My time is valuable, and to be treated this way is wrong and unfair. I should be reimbursed for that too. And I should not be treated this way.

Now I was just turned away by you not because of the Indian Visa, but because of the fact that I have a medical disability and cannot wear a mask. I gave you the letter from my doctor, a copy of two emails from the British Airways Medical Clearance Unit approving me to travel with out a mask, a copy of CDC regulations, and DOT OACP all requiring the airlines to allow me to fly without a mask due to my disability. It's a sensory disability and it is listed clearly on the exemption.

(For the non-medical people who try reading the Doctor's letter and don't understand...If you read the Doctor's letter and you see that it explains that I am sensitive to touch. Touch is one of the five senses. That is what is being described, a sensory disability, clearly as described in the laws.)

Additionally, if you like, I can provide the same proof of exemption for the City of London, for the United Kingdom, and for the City of Bangalore.

In the interim, please fully credit my ticket charges back to my card, as promised, and please include the \$25 and \$9 extra charges during the flight changes.

Additionally, please give me the contact info for your Complaint Resolution Official (CRO), as required by the DOT. I would like to speak to him or her and see if they can help resolve this.

I think it is mean and dehumanizing to force someone with a disability to stay home. My sole source of income relies on my travel for business. I will look into possible legal action, if this persists.

I pose almost no risk at all to other passengers as is clear on my Doctor's Letter, which states that I already recovered from Covid. Yes, some suggest that one can get Covid twice, but the statistical data at this point puts it at less than 0.03%. This means that I am thousands of times less of a risk without my mask as your other passengers are, mask and all.

Please save my contact info and supply it to your superiors. Hopefully, once the panic is over, you all will want to apologize for your part in these reprehensible actions.

Aaron Abadi
CEO
National Environmental Group
Cell 516-639-4100
<image004.jpg>

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EXHIBIT 13

Date	Airport	Flight Info	Story	Travel to & from airport	
1/22/2021	JFK	JFK/LHR/BLR BA0116 & BA0119	first refused to take me because of mask, the	Amtrak to; Avis back	
2/3/2021	JFK	JFK/LHR/BLR BA0116 & BA0119	same routine	uber or lyft to; Avis back	
2/5/2021	JFK	JFK/LHR/BLR BA0116 & BA0119	same routine	uber or lyft to; Avis back	
2/9/2021	Dulles	No flight that day, came early to confirm			
2/11/2021	N/A		Denied all travel without mask permanently		
2/14/2021	Dulles	IAD/LHR/BLR BA292 & BA119	Denied due to mask		
COSTS					
22-Jan		Amtrak PHL to NYC			\$ 107.00
22-Jan		from JFK to Philly	jan 22 to 23		\$ 47.14
22-Jan		Tolls	return trip tolls		\$ 40.00
22-Jan		Gas	one-way gas		\$ 20.00
23-Jan		Uber	from rental		\$ 9.37
3-Feb		Lyft to airport			\$ 27.34
3-Feb		from JFK & back to JFk 2/5	AVIS Rental 2/3 to 2/5		\$ 185.85
3-Feb		Tolls	roundtrip tolls		\$ 80.00
3-Feb		gas	roundtrip gas		\$ 35.00
5-Feb		Tolls	roundtrip tolls		\$ 80.00
5-Feb		Gas	roundtrip gas		\$ 35.00
5-Feb		Lyft from Airport to my car in lawrence			\$ 20.80
5-Feb		Avis Rental back			\$ 29.69
9-Feb		Tolls	roundtrip tolls		\$ 40.00
9-Feb		gas	roundtrip gas		\$ 45.00
				Total	\$ 802.19



PRESENT THIS DOCUMENT FOR BOARDING

RESERVATION NUMBER 02B850

RES# 02B850-21JAN21

PHL



NYP

One-Way

PHILA GRAY 30TH ST, PA

NY MOYNIHAN-PENN STA,

JANUARY 22, 2021

TRAIN	ACELA	PHILADELPHIA (GRAY 30TH ST STA) - NY MOYNIHAN TRAIN HALL AT PENN 1 Acela Business Class Seat	DEPARTS	ARRIVES (Fri Jan 22)
2170	Jan 22, 2021	Car 5 Seat 4F	4:36 PM	5:49 PM

PASSENGERS (1)

ABADI, AARON

ADULT

AMTRAK GUEST REWARDS

7021470351 | MEMBER

Proper identification is required for all passengers. This document is valid for only passengers listed. See www.amtrak.com/ID for details.

IMPORTANT INFORMATION

- CANCELLATION FEE MAY APPLY.
- ACELA SERVICE, NO PARTIAL REFUND IF USED ON OTHER SERVICE
- Amtrak has expanded passenger services in New York City into Moynihan Train Hall, located directly across from Penn Station at 8th Ave. in the historic James A. Farley Post Office Building. When disembarking the train in NYC, platform signage will direct you to exit into either Moynihan Train Hall or Penn Station.
- Visit Amtrak.com/coronavirus to learn about Amtrak's enhanced safety and cleaning measures and updated travel information.
- **Facial coverings:** All customers and employees must wear a face mask or covering that fully covers the entire mouth and nose, fits snugly against the side of the face, and secures under the chin at all times while onboard and in stations unless actively eating or drinking. Face masks can be removed when customers are in their private rooms with the doors closed.
- **Follow guidance on safe travel:** Do not travel when you are experiencing COVID-19 symptoms or when you meet public health criteria for quarantine. See Amtrak.com/terms-and-conditions for details, and contact us to reschedule or cancel your travel.
- **State quarantines:** We encourage customers to check local and state travel advisories prior to travel. Visit Amtrak.com/quarantine for the latest updates on state mandatory quarantines on travelers from COVID-19 hotspots.
- **Cashless service:** Amtrak is only accepting cashless payments in stations and on trains.
- eTickets for Reserved services are valid only for the specific train number, date and accommodation type booked.
- You have a reserved seat in Acela Business class. To view or change your seat location, retrieve your reservation on Amtrak.com or in the Amtrak app. Be sure to reprint your eTicket if you change your seat. For more information about reserved seating, visit Amtrak.com/reserved-seating.
- Customers are encouraged to arrive at the station 30 minutes before departure or 60 minutes if in need of ticketing and/or baggage assistance, or if you're boarding at a Canadian station. Check the recommended arrival times for your departure station at Amtrak.com/stations.
- Tickets are non-transferable. They are valid only for the personal use of the passenger(s) named on the ticket.
- For Amtrak travel information, or to make adjustments to your travel plans, please visit Amtrak.com, or call 1-800-USA-RAIL (1-800-872-7245).
- Your printed eTicket travel document shows the services you booked. If you change your booking but do not reprint the document, it will not reflect your current itinerary. Your eTicket is automatically updated in the Amtrak mobile app, and you can view an updated copy on


Amtrak.com. At some stations, a gate agent may need to view your eTicket prior to boarding (learn more at [Amtrak.com/boarding](https://www.amtrak.com/boarding)).

- Changes to your itinerary may result in an increase to your fare, and may also result in fees or forfeiture of value. For more information, visit [Amtrak.com/changes](https://www.amtrak.com/changes).
- Carry-on baggage is limited to 2 personal items under 14x11x7 inches & 25 lbs. per item, and 2 bags under 28x22x14 inches & 50 lbs. per bag, per passenger. You may be charged a baggage fee or denied boarding if your items exceed these limitations. See the baggage policy at [Amtrak.com/baggage](https://www.amtrak.com/baggage).
- At most stations where checked baggage service is available, baggage check-in normally must be completed by 45 minutes prior to departure, unless a different time limit applies to your specific station and/or train. See the baggage policy at [Amtrak.com/checked-baggage](https://www.amtrak.com/checked-baggage).
- Check the departure board or ask a uniformed Amtrak employee to find out where to board your train.
- **If You See Something Say Something! Contact Amtrak Police at 1-800-331-0008 or Text to APD11 (27311).**

aa@neg.com

From: Avis <avis@e.avis.com>
Sent: Friday, January 22, 2021 9:13 PM
To: AA@NEG.COM
Subject: Reservation Reminder | John F Kennedy Intl Airport,JFK | 01/22/2021

[View In Browser](#)
Add avis@e.avis.com to your Address Book.

 Reservations Locations Offers Car Sales Customer Service

REMINDER: If you haven't done so, please [login and review our recently updated Avis Preferred® Global Rental Agreement Terms and Conditions and Privacy Notice](#). Both have been updated to reflect enhanced services and features available to you when renting with Avis.

Thank you for being a valued Avis customer.

ADDITIONAL LIABILITY INSURANCE



Additional Liability Insurance protects you and all authorized drivers against third-party bodily injury and property-damage claims.

PROTECT MY RENTAL

Easily split corporate and personal travel expenses between two credit cards with Split My Bill. [Learn more.](#)

AARON, you're all set to go. Thank you for choosing Avis.

CONFIRMATION NUMBER

47591258US1

PICK UP

DROP OFF

Friday
January 22, 2021
9:00 PM

John F Kennedy Intl Airport,JFK
Building #305 Federal Circle
Jamaica, NY 11430 US
718-244-5400

MODIFY RESERVATION

CANCEL RESERVATION

Saturday
January 23, 2021
12:00 PM

GSB Building - Bala Cynwyd,C6Y
One Belmont Avenue, Gsb Building Bala
Cynwyd
Bala Cynwyd, PA 19004 US
610-667-2191

MODIFY RESERVATION

CANCEL RESERVATION

ESTIMATED TOTAL

\$47.14

[See full rental summary](#)

YOUR CAR

Toyota Prius Hybrid or similar

Like our Cars? Buy our Cars!

www.aviscarsales.com



Your privacy is important to us. Read our [Privacy Statement](#).

Avis | 6 Sylvan Way | Parsippany, NJ 07054

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Thank you for not smoking. Avis maintains a 100% smoke-free fleet.

aa@neg.com

From: Avis <avis@e.avis.com>
Sent: Wednesday, February 3, 2021 9:14 PM
To: AA@NEG.COM
Subject: Reservation Reminder | John F Kennedy Intl Airport,JFK | 02/03/2021

[View In Browser](#)
Add avis@e.avis.com to your Address Book.



Reservations Locations Offers Car Sales Customer Service

YOUR UPCOMING RENTAL MAY NOT BE PROTECTED

Add LDW and you'll be protected from out of pocket expenses, increases to your personal policy, and are not financially responsible for damage to our vehicle.



ADD TO MY RENTAL

Easily split corporate and personal travel expenses between two credit cards with Split My Bill. [Learn more.](#)

AARON, you're all set to go. Thank you for choosing Avis.

CONFIRMATION NUMBER

48087367US6

PICK UP

**Wednesday
February 03, 2021
9:00 PM**

John F Kennedy Intl Airport,JFK
Building #305 Federal Circle
Jamaica, NY 11430 US
718-244-5400

MODIFY RESERVATION

DROP OFF

**Friday
February 05, 2021
9:00 PM**

John F Kennedy Intl Airport,JFK
Building #305 Federal Circle
Jamaica, NY 11430 US
718-244-5400

MODIFY RESERVATION

CANCEL RESERVATION

CANCEL RESERVATION

ESTIMATED TOTAL

\$185.85

[See full rental summary](#)

YOUR CAR

Toyota Tacoma or similar

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Avis | 6 Sylvan Way | Parsippany, NJ 07054


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aa@neg.com

From: Avis <avis@e.avis.com>
Sent: Friday, February 5, 2021 9:14 PM
To: AA@NEG.COM
Subject: Reservation Reminder | John F Kennedy Intl Airport,JFK | 02/05/2021

[View In Browser](#)
Add avis@e.avis.com to your Address Book.

 Reservations Locations Offers Car Sales Customer Service

SAVE 10% WITH OUR ULTIMATE PROTECTION PACKAGE!



Sometimes things happen. With LDW, ALI and Extended Roadside Assistance, we have got you covered.

[ADD TO MY RENTAL](#)

Easily split corporate and personal travel expenses between two credit cards with Split My Bill. [Learn more.](#)

AARON, you're all set to go. Thank you for choosing Avis.

CONFIRMATION NUMBER

48187356US0

PICK UP

Friday
February 05, 2021
9:00 PM

John F Kennedy Intl Airport,JFK

DROP OFF

Saturday
February 06, 2021
9:00 PM

John F Kennedy Intl Airport,JFK

Building #305 Federal Circle
Jamaica, NY 11430 US
718-244-5400

MODIFY RESERVATION

CANCEL RESERVATION

Building #305 Federal Circle
Jamaica, NY 11430 US
718-244-5400

MODIFY RESERVATION

CANCEL RESERVATION

ESTIMATED TOTAL

\$29.69

[See full rental summary](#)

YOUR CAR



Toyota Tacoma or similar

Like our Cars? Buy our Cars!

www.aviscarsales.com



Your privacy is important to us. Read our [Privacy Statement](#).

Avis | 6 Sylvan Way | Parsippany, NJ 07054

© 2021 Avis Rent A Car System, LLC.

Thank you for not smoking. Avis maintains a 100% smoke-free fleet.

Print



e-Toll Receipt

Below is a summarized receipt of toll activity from your recent rental.

Your Information

Customer Name : AARON ABADI

Your Card Information

CC Type : VISA CARD

CC Number : *****2725

Your Payment Information

Statement ID : T76569577

Total Toll Amount : \$34.55

eToll Convenience Fee : \$5.95

\$5.95 per usage day, max \$29.75 per rental

Total Charges : \$40.50

Your Rental Information

Rental Agency : Avis

Contract/Rental Agreement Number : U662975692

Pick up Date and Time : 2/3/2021 9:51:00 PM (JAMAICA, NY)

Return Date and Time : 2/5/2021 9:29:00 PM (JAMAICA, NY)

Tolling Summary

Toll Date Time	Transportation Agent	Entry Plaza	Exit Plaza	Vehicle Class	Toll Fee
2/5/2021 5:51:11 PM	Verrazano-Narrows Bridge	--	VNB	1	\$9.50
2/5/2021 5:43:00 PM	Goethals Bridge	--	GB	1	\$16.00
2/5/2021 5:40:49 PM	New Jersey Turnpike	6	13	-	\$9.05

Please note, there may be a delay on tolls being posted to your receipt due to a delay of the Transportation Agencies consolidated and posting tolls in a timely manner. In the event additional tolls are forwarded to us, we will process them and forward an additional e-receipt to you as soon as possible.

If you have any questions regarding toll activity that is listed on the receipt please contact us at 1-800-482-0159.

Print



e-Toll Receipt

Below is a summarized receipt of toll activity from your recent rental.

Your Information

Customer Name : AARON ABADI

Your Card Information

CC Type : VISA CARD

CC Number : *****2725

Your Payment Information

Statement ID : T76583626

Total Toll Amount : \$34.55

eToll Convenience Fee : \$5.95

\$5.95 per usage day, max \$29.75 per rental

Total Charges : \$40.50

Your Rental Information

Rental Agency : Avis

Contract/Rental Agreement Number : U662977475

Pick up Date and Time : 2/5/2021 9:20:00 PM (JAMAICA, NY)

Return Date and Time : 2/6/2021 8:04:00 PM (JAMAICA, NY)

Tolling Summary

Toll Date Time	Transportation Agent	Entry Plaza	Exit Plaza	Vehicle Class	Toll Fee
2/6/2021 7:34:24 PM	Verrazano-Narrows Bridge	--	VNB	1	\$9.50
2/6/2021 7:26:21 PM	Goethals Bridge	--	GB	1	\$16.00
2/6/2021 7:23:55 PM	New Jersey Turnpike	6	13	-	\$9.05

Please note, there may be a delay on tolls being posted to your receipt due to a delay of the Transportation Agencies consolidated and posting tolls in a timely manner. In the event additional tolls are forwarded to us, we will process them and forward an additional e-receipt to you as soon as possible.

If you have any questions regarding toll activity that is listed on the receipt please contact us at 1-800-482-0159.

AARON ABADI

Account [REDACTED] Page 4 of 6
Statement Period - Jan 11 - Feb 10, 2021

010/R1/04F000

CHECKING ACTIVITY				Continued
Date	Description	Amount Subtracted	Amount Added	Balance
02/01	Debit Card Purchase 01/28 03:02a #4652 WEB*NETWORKSOLUTIONS 8886429675 FL 21029 Misc Mail & Phone orders	18.98		9,061.69
02/02	ACH Electronic Debit GenesisFS Card 8669469545 000001278047212	28.33		
02/02	ACH Electronic Debit CONT FINANCE PAY BY PHO	250.00		
02/02	Debit Card Purchase 01/29 02:51p #4652 WAWA 294 00002949 NARBERTH PA 21030 Food & Beverages	2.11		
02/02	Debit Card Purchase 01/28 11:19p #4652 SUNOCO 0368301801 QPS WOODBRIDGE TW NJ 21030 Autos (rental, service, gas)	2.33		
02/02	Debit Card Purchase 01/28 10:52p #4652 EXXONMOBIL 97491104 BROOKLYN NY 21030 Autos (rental, service, gas)	20.02		
02/02	Debit Card Purchase 01/29 02:12p #4652 SLING.COM 8883886210 CO 21030 Phones, Cable & Utilities	35.00		
02/02	Debit Card Purchase 01/28 02:28p #4652 GOODYEAR AUTO SVS CTR LAWRENCE NY 21030 Autos (rental, service, gas)	37.00		
02/02	Debit Card Purchase 01/28 03:34p #4652 GOURMET GLATT - CEDARH CEDARHURST NY 21030 Food & Beverages	55.33		
02/02	Debit Card Purchase 01/30 11:27a #4652 EXXONMOBIL 98701972 CARTERET NJ 21032 Autos (rental, service, gas)	100.00		8,531.57
02/04	Debit Card Purchase Adjustment EXXONMOBIL98701972CARTERETNJ21032		100.00	
02/04	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
02/04	ACH Electronic Credit NYS DOL UI DD UI DD		300.00	
02/04	ACH Electronic Debit CONT FINANCE PAY BY PHO	500.00		
02/04	Debit PIN Purchase GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154	4.02		8,609.55
02/05	Debit PIN Purchase 7-ELEVEN JERSEY CITY NJUS05155	8.36		
02/05	Debit PIN Purchase BELT PARKWAY RE BROOKLYN NYUS00155	35.83		
02/05	Debit Card Purchase 02/03 02:35p #4659 TST* SUSHI & CO NEW YORK NY 21035 Restaurant/Bar	24.04		8,541.32
02/08	Debit PIN Purchase GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154	26.74		
02/08	Debit PIN Purchase SUNOCO 06196943 BELMONT HILLSPAUS00155	30.30		
02/08	Debit PIN Purchase SUNOCO 01797430 JAMAICA NYUS00155	37.00		
02/08	Debit Card Purchase 02/03 11:13p #4659 QUICK CHEK CORPORATI NORTH BRUNSWI NJ 21036 Autos (rental, service, gas)	2.23		
02/08	Debit Card Purchase 02/04 11:26a #4659 WAWA 294 00002949 NARBERTH PA 21036 Food & Beverages	11.44		
02/08	Debit Card Purchase 02/03 06:51p #4659 LYFT RIDE WED 7PM 8558659553 CA 21036 Misc Transportation	27.34		8,406.27
02/09	Debit Card Purchase Return 02/07 #4659 LYFT *CANCEL FEE 8558659553 CA 21039 Misc Transportation		6.03	
02/09	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
02/09	ACH Electronic Credit NYS DOL UI DD UI DD		300.00	
02/09	Debit PIN Purchase ROYAL FARMS #31 WHITE MARSH MDUS05155	14.84		
02/09	Debit PIN Purchase ROYAL FARMS #31 WHITE MARSH MDUS00155	27.80		
02/09	Debit Card Purchase 02/07 11:37a #4659 WAWA 294 00002949 NARBERTH PA 21039 Food & Beverages	2.11		
02/09	Debit Card Purchase 02/05 11:37p #4659 WAWA 8339 00083394 LAWRENCE TWP NJ 21037 Autos (rental, service, gas)	2.12		
02/09	Debit Card Purchase 02/06 08:39p #4659 LYFT *CANCEL FEE 855-865-9553 CA 21039 Misc Transportation	6.03		
02/09	Debit Card Purchase 02/06 08:30p #4659 LYFT *CANCEL FEE 855-865-9553 CA 21039 Misc Transportation	6.03		
02/09	Debit Card Purchase 02/06 10:25p #4659 DUNKIN #353390 ISELIN NJ 21039 Restaurant/Bar	8.40		

AARON ABADI

Account [REDACTED] Page 5 of 6
Statement Period - Jan 11 - Feb 10, 2021

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CHECKING ACTIVITY**Continued**

Date	Description	Amount Subtracted	Amount Added	Balance
02/09	Debit Card Purchase 02/06 07:03p #4659 BRITISH 12521163541980 344-4930787 NY 21039 Airlines & Airports	9.41		
02/09	Debit Card Purchase 02/07 #4659 LYFT RIDE SAT 8PM 8558659553 CA 21039 Misc Transportation	20.80		
02/09	Debit Card Purchase 02/05 04:19p #4659 PARKING 05411-WALNUT T 215-569-8400 PA 21037 Autos (rental, service, gas)	30.00		8,766.76
02/10	Debit PIN Purchase GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154	62.00		
02/10	Debit Card Purchase 02/08 08:59p #4659 Prime Video*KJ8C766O3 888-802-3080 WA 21040	2.99		
02/10	Debit Card Purchase 02/08 09:56a #4659 WAWA 294 00002949 NARBERTH PA 21040 Food & Beverages	14.92		8,686.85
Total Subtracted/Added		4,178.72	9,147.27	

*All transaction times and dates reflected are based on Eastern Time.**Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.***CUSTOMER SERVICE INFORMATION****IF YOU HAVE QUESTIONS ON:**

Checking

YOU CAN CALL:888-248-4226
(For Speech and Hearing
Impaired Customers Only
TTY: 800-945-0258)**YOU CAN WRITE:**Citibank Client Services
100 Citibank Drive
San Antonio, TX 78245-9966**Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.**

The products reported on this statement have been combined onto one monthly statement at your request. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS**FDIC Insurance:**

Products reported in CHECKING and SAVINGS are insured by the Federal Deposit Insurance Corporation. Please consult your Citibank Customer Manual for full details and limitations of FDIC coverage.

IN CASE OF ERRORS**In Case of Errors or Questions About Your Electronic Fund Transfers:**If you think your statement or record is wrong or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the **first** statement on which the error or problem appeared. You are entitled to remedies for error resolution for an electronic fund transfer in accordance with the Electronic Fund Transfer Act and federal Regulation E or in accordance with laws of the state where your account is located as may be applicable. See your Client Manual for details.**Give us the following information:** (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.**The following special procedures apply to errors or questions about international wire transfers or international Citibank Global Transfers to a recipient located in a foreign country on or after October 28, 2013:** Telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you within 180 days of the date we indicated to you that the funds would be made available to the recipient of that transfer. At the time you contact us, we may ask for the following information: 1) your name, address and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number and/or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer in an amount necessary to resolve the error for those cases where bank error is found). We will determine whether an error has occurred within 90 days after you contact us. If we determine that an error has occurred, we will promptly correct that error in accordance with the error resolution procedures under the Electronic Fund Transfer Act and federal Regulation E or in accordance with the laws of the state where your account is located as may be applicable. See your Client Manual for details.

Citibank Client Services 000
PO Box 6201
Sioux Falls, SD 57117-6201

010/R1/04F000

000
CITIBANK, N. A.
Account
[REDACTED]

AARON ABADI
82 NASSAU STREET SUITE 140
NEW YORK NY 10038-3703

Statement Period
Jan 11 - Feb 10, 2021

Page 1 of 6

BASIC BANKING PACKAGE AS OF FEBRUARY 10, 2021**Relationship Summary:**

Checking	\$8,686.85
Savings	-----
Investments (not FDIC Insured)	-----
Loans	-----

SUGGESTIONS AND RECOMMENDATIONS

Effective January 22, 2021 Citibank Global Transfer daily and weekly limits will increase to \$50,000 for transactions conducted on Citibank Online, Citi Mobile and Proprietary Citibank ATMs for clients with a Citi Elevate Account Package, Citibank Account Package, Basic Banking Package, Access Account Package, Citi Miles Ahead Banking Package, and Citibank Student Account Package.

BASIC BANKING PACKAGE FEES

Regular Checking Fees		Your Fees this Statement Period
Monthly Service Fee*	\$12.00	Waived due to deposit balances
Fee for non-Citibank ATM transaction	\$2.50	1 @ \$2.50 = \$2.50

*To waive the monthly service fee, make one qualifying direct deposit and one qualifying bill payment during the statement period, or maintain \$1,500+ in qualifying linked deposit accounts for the previous calendar month. Qualifying bill payments are those made using Citibank Online, Citi Mobile or Citiphone Banking.

All fees assessed in this statement period, including non-Citibank ATM fees, will appear as charges on your next Citibank monthly statement (to the account that is currently debited for your monthly service fee).

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

CHECKING ACTIVITY**Regular Checking**

[REDACTED]		Beginning Balance:	\$3,718.30
		Ending Balance:	\$8,686.85
Date	Description	Amount Subtracted	Amount Added
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		182.00

AARON ABADI

Account [REDACTED] Page 2 of 6
Statement Period - Jan 11 - Feb 10, 2021

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CHECKING ACTIVITY				Continued
Date	Description	Amount Subtracted	Amount Added	Balance
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		600.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		600.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		600.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		600.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		600.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		600.00	
01/11	ACH Electronic Credit NYS DOL UI DD UI DD		600.00	
01/11	Debit PIN Purchase	11.49		
	GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154			
01/11	Debit PIN Purchase	82.71		
	GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154			
01/11	Debit Card Purchase 01/07 11:20a #4652	5.60		10,238.50
	WAWA 294 00002949 NARBERTH PA 21008			
	Food & Beverages			
01/12	Debit PIN Purchase	28.15		
	GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154			
01/12	Debit Card Purchase 01/10 05:52p #4652	19.29		10,191.06
	WAWA 294 00002949 NARBERTH PA 21011			
	Food & Beverages			
01/13	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/13	ACH Electronic Credit NYS DOL UI DD UI DD		300.00	
01/13	Debit Card Purchase 01/11 09:30a #4652	2.11		
	WAWA 294 00002949 NARBERTH PA 21012			
	Food & Beverages			
01/13	Debit Card Purchase 01/11 09:31a #4652	3.49		10,667.46
	WAWA 294 00002949 NARBERTH PA 21012			
	Food & Beverages			
01/14	Debit Card Purchase 01/12 12:39p #4652	4.22		10,663.24
	WAWA 294 00002949 NARBERTH PA 21013			
	Food & Beverages			
01/15	Debit Card Purchase 01/13 11:46a #4652	4.54		
	WAWA 40 00000406 BALA CYNWYD PA 21014			
	Food & Beverages			
01/15	Debit Card Purchase 01/13 07:50a #4652	51.44		
	PAYPAL *BETTERSAFE 4029357733 CA 21014			
	Specialty Retail stores			
01/15	Debit Card Purchase 01/12 09:06p #4652	222.80		10,384.46
	EZ CONTACTS 800-217-2020 NY 21014			
	Specialty Retail stores			
01/19	Debit PIN Purchase	11.49		
	GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154			
01/19	Debit PIN Purchase	65.20		
	TARGET T- 4000 Monumen Philadelphia PAUS05154			
01/19	Debit PIN Purchase	93.24		
	GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154			
01/19	Cash Withdrawal 01/16 06:59p #4652	306.95		9,907.58
	Non Citi ATM 500 BOARDWALK ATLANTIC CITYNJUS051			
01/20	ACH Electronic Credit PAYPAL TRANSFER		11.24	
01/20	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/20	ACH Electronic Credit NYS DOL UI DD UI DD		300.00	
01/20	Debit Card Purchase 01/17 01:32p #4652	6.91		
	WAWA 909 00009092 CREAM RIDGE NJ 21018			
	Autos (rental, service, gas)			
01/20	Debit Card Purchase 01/15 01:28p #4652	11.31		
	BINGO WHOLESALE LAKEWOOD NJ 21016			
	Retail stores			
01/20	Debit Card Purchase 01/16 05:46p #4652	11.73		
	WAWA 933 00009332 JACKSON NJ 21018			
	Autos (rental, service, gas)			
01/20	Debit Card Purchase 01/16 05:47p #4652	29.20		10,341.67
	WAWA 933 00009332 JACKSON NJ 21018			
	Autos (rental, service, gas)			
01/21	Debit PIN Purchase	10.25		
	TARGET T- 4000 Monumen Philadelphia PAUS05154			

AARON ABADI

Account [REDACTED] Page 3 of 6
Statement Period - Jan 11 - Feb 10, 2021

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CHECKING ACTIVITY				Continued
Date	Description	Amount Subtracted	Amount Added	Balance
01/21	Debit Card Purchase 01/19 12:20p #4652 WAWA 40 00000406 BALA CYNWYD PA 21020 Food & Beverages	14.82		
01/21	Debit Card Purchase 01/19 12:17p #4652 SUNOCO 0616500500 QPS BELMONT HILLS PA 21020 Autos (rental, service, gas)	26.17		
01/21	Debit Card Purchase 01/17 09:27p #4652 BRITISH 52116356709 800-2479297 NY 21020 Airlines & Airports	656.58		9,633.85
01/22	Debit Card Purchase 01/20 01:47p #4652 WAWA 40 00000406 BALA CYNWYD PA 21021 Food & Beverages	2.11		
01/22	Debit Card Purchase 01/20 06:20p #4652 DUNKIN #351691 Q35 JERSEY CITY NJ 21021 Restaurant/Bar	8.30		9,623.44
01/25	Debit PIN Purchase QUICK CHEK CORP NORTH BRUNSWINJUS05155	4.72		
01/25	Debit PIN Purchase GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154	30.61		
01/25	Debit Card Purchase 01/20 06:26p #4652 NEWPORT CENTRE W GARAG JERSEY CITY NJ 21022 Autos (rental, service, gas)	5.50		
01/25	Debit Card Purchase 01/21 07:02p #4652 WAWA 277 00002774 TREVOSE PA 21022 Autos (rental, service, gas)	15.97		
01/25	Debit Card Purchase 01/21 09:30a #4652 WAWA 294 00002949 NARBERTH PA 21022 Food & Beverages	23.52		9,543.12
01/26	ACH Electronic Debit GEICO PREM COLL	188.12		
01/26	Debit PIN Purchase GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154	9.75		
01/26	Debit PIN Purchase BINGO WHOLESALE LAKEWOOD NJUS05153	15.31		
01/26	Debit Card Purchase 01/24 11:17a #4652 WAWA 294 00002949 NARBERTH PA 21025 Food & Beverages	5.60		
01/26	Debit Card Purchase 01/22 06:44p #4652 JFK INTERNATIONAL AIRP JAMAICA NY 21023 Misc Business Services	6.53		
01/26	Debit Card Purchase 01/23 11:15a #4652 UBER TRIP 8005928996 CA 21025 Misc Transportation	9.37		
01/26	Debit Card Purchase 01/22 11:42p #4652 SUNOCO 0619694300 QPS BELMONT HILLS PA 21025 Autos (rental, service, gas)	13.45		
01/26	Debit Card Purchase 01/22 09:43p #4652 JERSEY CITY BUY RITE JERSEY CITY NJ 21023 Food & Beverages	15.98		
01/26	Debit Card Purchase 01/21 08:31p #4652 AMTRAK M0210671024193 8008727245 DC 21023 Misc Transportation	107.00		9,172.01
01/27	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
01/27	ACH Electronic Credit NYS DOL UI DD UI DD		300.00	
01/28	Debit Card Purchase 01/26 09:18a #4652 WAWA 294 00002949 NARBERTH PA 21027 Food & Beverages	5.60		9,654.01
01/28	Cash Withdrawal 03:09p #4652 Citibank ATM 530 CNTRL AV, CEDARHURST, NY	400.00		9,248.41
01/29	Debit PIN Purchase GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154	11.49		
01/29	Debit PIN Purchase GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154	51.39		
01/29	Debit Card Purchase 01/27 10:55p #4652 WAWA 933 00009332 JACKSON NJ 21028 Autos (rental, service, gas)	13.95		
01/29	Debit Card Purchase 01/26 11:22a #4652 CHERRY HILL VALERO CHERRY HILL NJ 21028 Autos (rental, service, gas)	27.81		9,143.77
02/01	ACH Electronic Debit CREDITCARD PYMNT PAYBYPHONE	47.14		
02/01	Debit Card Purchase 01/28 10:37a #4652 WAWA 743 00007435 LAKEWOOD NJ 21029 Food & Beverages	2.12		
02/01	Debit Card Purchase 01/27 08:30p #4652 www.cvs.com 800-746-7287 RI 21029 Food & Beverages	3.00		
02/01	Debit Card Purchase 01/28 01:56p #4652 PANERA BREAD #204656 LAWRENCE NY 21029 Restaurant/Bar	10.84		

AARON ABADI

Account [REDACTED] Page 4 of 6
Statement [REDACTED] - Jan 11 - Feb 10, 2021

010/R1/04F000

CHECKING ACTIVITY

Continued

Date	Description	Amount Subtracted	Amount Added	Balance
02/01	Debit Card Purchase 01/28 03:02a #4652 WEB*NETWORKSOLUTIONS 8886429675 FL 21029 Misc Mail & Phone orders	18.98		9,061.69
02/02	ACH Electronic Debit GenesisFS Card 8669469545 000001278047212	28.33		
02/02	ACH Electronic Debit CONT FINANCE PAY BY PHO	250.00		
02/02	Debit Card Purchase 01/29 02:51p #4652 WAWA 294 00002949 NARBERTH PA 21030 Food & Beverages	2.11		
02/02	Debit Card Purchase 01/28 11:19p #4652 SUNOCO 0368301801 QPS WOODBRIDGE TW NJ 21030 Autos (rental, service, gas)	2.33		
02/02	Debit Card Purchase 01/28 10:52p #4652 EXXONMOBIL 97491104 BROOKLYN NY 21030 Autos (rental, service, gas)	20.02		
02/02	Debit Card Purchase 01/29 02:12p #4652 SLING.COM 8883886210 CO 21030 Phones, Cable & Utilities	35.00		
02/02	Debit Card Purchase 01/28 02:28p #4652 GOODYEAR AUTO SVS CTR LAWRENCE NY 21030 Autos (rental, service, gas)	37.00		
02/02	Debit Card Purchase 01/28 03:34p #4652 GOURMET GLATT - CEDARH CEDARHURST NY 21030 Food & Beverages	55.33		
02/02	Debit Card Purchase 01/30 11:27a #4652 EXXONMOBIL 98701972 CARTERET NJ 21032 Autos (rental, service, gas)	100.00		8,531.57
02/04	Debit Card Purchase Adjustment EXXONMOBIL98701972CARTERETNJ21032		100.00	
02/04	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
02/04	ACH Electronic Credit NYS DOL UI DD UI DD		300.00	
02/04	ACH Electronic Debit CONT FINANCE PAY BY PHO	500.00		
02/04	Debit PIN Purchase GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154	4.02		8,609.55
02/05	Debit PIN Purchase 7-ELEVEN JERSEY CITY NJUS05155	8.36		
02/05	Debit PIN Purchase BELT PARKWAY RE BROOKLYN NYUS00155	35.83		
02/05	Debit Card Purchase 02/03 02:35p #4659 TST* SUSHI & CO NEW YORK NY 21035 Restaurant/Bar	24.04		8,541.32
02/08	Debit PIN Purchase GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154	26.74		
02/08	Debit PIN Purchase SUNOCO 06196943 BELMONT HILLSPAUS00155	30.30		
02/08	Debit PIN Purchase SUNOCO 01797430 JAMAICA NYUS00155	37.00		
02/08	Debit Card Purchase 02/03 11:13p #4659 QUICK CHEK CORPORATI NORTH BRUNSWI NJ 21036 Autos (rental, service, gas)	2.23		
02/08	Debit Card Purchase 02/04 11:26a #4659 WAWA 294 00002949 NARBERTH PA 21036 Food & Beverages	11.44		
02/08	Debit Card Purchase 02/03 06:51p #4659 LYFT RIDE WED 7PM 8558659553 CA 21036 Misc Transportation	27.34		8,406.27
02/09	Debit Card Purchase Return 02/07 #4659 LYFT *CANCEL FEE 8558659553 CA 21039 Misc Transportation		6.03	
02/09	ACH Electronic Credit NYS DOL UI DD UI DD		182.00	
02/09	ACH Electronic Credit NYS DOL UI DD UI DD		300.00	
02/09	Debit PIN Purchase ROYAL FARMS #31 WHITE MARSH MDUS05155	14.84		
02/09	Debit PIN Purchase ROYAL FARMS #31 WHITE MARSH MDUS00155	27.80		
02/09	Debit Card Purchase 02/07 11:37a #4659 WAWA 294 00002949 NARBERTH PA 21039 Food & Beverages	2.11		
02/09	Debit Card Purchase 02/05 11:37p #4659 WAWA 8339 00083394 LAWRENCE TWP NJ 21037 Autos (rental, service, gas)	2.12		
02/09	Debit Card Purchase 02/06 08:39p #4659 LYFT *CANCEL FEE 855-865-9553 CA 21039 Misc Transportation	6.03		
02/09	Debit Card Purchase 02/06 08:30p #4659 LYFT *CANCEL FEE 855-865-9553 CA 21039 Misc Transportation	6.03		
02/09	Debit Card Purchase 02/06 10:25p #4659 DUNKIN #353390 ISELIN NJ 21039 Restaurant/Bar	8.40		

AARON ABADI

Account [REDACTED] Page 5 of 6
Statement Period - Jan 11 - Feb 10, 2021

010/R1/04F000

CHECKING ACTIVITY**Continued**

Date	Description	Amount Subtracted	Amount Added	Balance
02/09	Debit Card Purchase 02/06 07:03p #4659 BRITISH 12521163541980 344-4930787 NY 21039 Airlines & Airports	9.41		
02/09	Debit Card Purchase 02/07 #4659 LYFT RIDE SAT 8PM 8558659553 CA 21039 Misc Transportation	20.80		
02/09	Debit Card Purchase 02/05 04:19p #4659 PARKING 05411-WALNUT T 215-569-8400 PA 21037 Autos (rental, service, gas)	30.00		8,766.76
02/10	Debit PIN Purchase GIANT 6506 50 E WYNNE WYNNEWOOD PAUS05154	62.00		
02/10	Debit Card Purchase 02/08 08:59p #4659 Prime Video*KJ8C766O3 888-802-3080 WA 21040	2.99		
02/10	Debit Card Purchase 02/08 09:56a #4659 WAWA 294 00002949 NARBERTH PA 21040 Food & Beverages	14.92		8,686.85
	Total Subtracted/Added	4,178.72	9,147.27	

*All transaction times and dates reflected are based on Eastern Time.**Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.***CUSTOMER SERVICE INFORMATION****IF YOU HAVE QUESTIONS ON:**

Checking

YOU CAN CALL:888-248-4226
(For Speech and Hearing
Impaired Customers Only
TTY: 800-945-0258)**YOU CAN WRITE:**Citibank Client Services
100 Citibank Drive
San Antonio, TX 78245-9966**Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.**

The products reported on this statement have been combined onto one monthly statement at your request. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS**FDIC Insurance:**

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IN CASE OF ERRORS**In Case of Errors or Questions About Your Electronic Fund Transfers:**If you think your statement or record is wrong or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the **first** statement on which the error or problem appeared. You are entitled to remedies for error resolution for an electronic fund transfer in accordance with the Electronic Fund Transfer Act and federal Regulation E or in accordance with laws of the state where your account is located as may be applicable. See your Client Manual for details.**Give us the following information:** (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.**The following special procedures apply to errors or questions about international wire transfers or international Citibank Global Transfers to a recipient located in a foreign country on or after October 28, 2013:** Telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you within 180 days of the date we indicated to you that the funds would be made available to the recipient of that transfer. At the time you contact us, we may ask for the following information: 1) your name, address and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number and/or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer in an amount necessary to resolve the error for those cases where bank error is found). We will determine whether an error has occurred within 90 days after you contact us. If we determine that an error has occurred, we will promptly correct that error in accordance with the error resolution procedures under the Electronic Fund Transfer Act and federal Regulation E or in accordance with the laws of the state where your account is located as may be applicable. See your Client Manual for details.

Number or Date	Amount
Sum of check charges on or above if applicable	
Total	

Name: Aaron Abadi | DOB: 10/17/1964 | MRN: 9141633 | PCP: Yelena Karasina, MD

COVID-19 BY NAAT (PCR,TMA) - SCREENING - D...

Component Results

Component	Your Value	Standard Range
SARS-COV-2 RNA, NAAT	Your Value Not-Detected	<i>Standard Range</i> <i>Not-Detected</i>

Pooling was used for testing. Performance of the pooling method was verified by the laboratory.

Testing was performed u

Performed by NYU Lango

10016. CLIA: 33D065335

General Information

Ordered by Sarah MONTGO

Collected on 01/20/2021 sing the Cobas SARS-CoV-2 real time RT-PCR under EUA port
media)) ne Hospitals, Tisch Labs. 560 First Avenue, NY, NY,
8, PEI: 5153 Director: Maria E. Aguero Rosenfeld MD.

Resulted on 01/20/2021 11:52 PM

Result Status: Final result

This test result has been released by an automatic process.
MERY Battistich, MD

4:40 PM from Nasopharyngeal Swab (Nasopharyngeal Swab (M4 Viral trans

Name: Aaron Abadi | DOB: 10/17/1964 | MRN: 9141633 | PCP: Yelena Karasina, MD

COVID-19 BY NAAT (PCR,TMA) - SCREENING - D...

Component Results

Component	Your Value	Standard Range
SARS-COV-2 RNA, NAAT	Your Value Not-Detected	<i>Standard Range</i> <i>Not-Detected</i>

Pooling was used for testing. Performance of the pooling method was verified by the laboratory.

Testing was performed using the Cobas SARS-CoV-2 real time RT-PCR under EUA

Performed by NYU Langone Hospitals, Tisch Labs. 560 First Avenue, NY, NY, 10016. CLIA: 33D0653358, PFI: 5153 Director: Maria E. Aguero Rosenfeld MD.

General Information

Ordered by Yelena Karasina, MD

Collected on 02/03/2021 1:30 PM from Nasopharyngeal Swab (Nasopharyngeal Swab (M4 Viral transport media))

Resulted on 02/03/2021 7:09 PM

Result Status: Final result

This test result has been released by an automatic process.

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BRITISH AIRWAYS



EXHIBIT 15



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General Conditions of Carriage

General Conditions of Carriage for Passengers and Baggage

When you buy a ticket to travel on a flight we operate, you enter into a contract of carriage with us.

The contract is governed by:

- the conditions in your ticket or itinerary and receipt
- any tariffs which apply
- Conditions of carriage
- our regulations

Show all | Hide all

1. What particular expressions mean in these conditions

We, us, our - British Airways Plc, BA CityFlyer.

You, your - any person holding a **ticket** who is to be carried or is carried on an aircraft, except members of the crew, or, in relation to **ticket** refunds, the person who paid for the **ticket**. (See also the definition for **passenger**.)

Agreed stopping places - the places, except the place of departure and the place of destination, set out in **your ticket** or shown in **our** timetables as scheduled stopping places on **your** route.

Airline designator code - the two or three letters or the letter and number which identify particular **carriers**.

Authorised agent - a **passenger** sales agent who **we** have appointed to represent **us** in selling air transportation on **our** services.

Baggage - **your** personal property accompanying **you** on **your** flight. Unless **we** say otherwise, this consists of **your** **checked** and **unchecked** baggage.

Baggage check - the parts of **your** **ticket** which relate to carrying **your** **checked** baggage.

Baggage identification tag - a document **we** give **you** to identify each piece of **your** **checked** baggage.

Carrier - an air carrier.

Checked baggage - **baggage** which **we** have taken into **our** custody and for which **we** have issued a **baggage** **identification tag** or a **baggage** **check** or both. (**Checked baggage** travels in the hold of the aircraft.)

Check-in deadline - the time limit **we** have set by which **you** must have completed check-in and received **your** boarding pass.

Conditions of carriage - these **conditions of carriage** or another carrier's conditions of carriage as the case may be.

Conjunction ticket - a **ticket** **we** have issued to **you** in conjunction with another ticket which together make up a single contract of carriage.

Connecting flight - a subsequent flight providing onward travel on the same **ticket** or on a **conjunction ticket**.

Consumer - a man or a woman who has bought a **ticket** under a contract governed by the law of a member state of the European Union and plans to use it for travel outside his or her trade, business or profession.

Convention - whichever of the following apply.

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the Warsaw Convention).

The Warsaw Convention as amended at The Hague on 28 September 1955.

The Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975).

The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975).

The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975).

The Guadalajara Supplementary Convention (1961).

The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (referred to below as the Montreal Convention).

Coupon - a paper **flight coupon** or an **electronic coupon**, each of which entitles the **passenger** named on it to travel on the particular flight identified on it.

Damage - includes death of, wounding of, or bodily injury to a **passenger**. It also includes loss, partial loss, theft of, or other damage to **baggage** arising out of, or in connection with, either carriage on flights **we** operate or other services **we** provide.

Days - all seven **days** of the week. For the purpose of sending notices, **we** will not count the **day** on which notice is sent. For the purposes of deciding whether a **ticket** is valid, **we** will not count the **day** on which the **ticket** was issued, or the first flight began.

Electronic coupon - an electronic **flight coupon** for an **electronic ticket** held in **our** computer database.

Electronic ticket - an **itinerary and receipt, electronic coupons** and any boarding document **we** have issued to **you**.

Events beyond your control - unusual and unforeseeable circumstances which **you** cannot control and the consequences of which **you** could not have avoided even if **you** had taken all due care.

Flight coupon - the part of **your ticket** which has the words 'Good for Passage' printed on it. In the case of an **electronic ticket**, it means the **electronic coupon**. The **flight coupon** shows the places of departure and destination between which **you** are entitled to be carried.

Involuntary fare refund - a refund, under clause 10b, of the fare for **your ticket**.

Itinerary and receipt - a document or documents **we** or **our authorised agents** issue on paper, by fax, by E-mail, or deliver electronically to **passengers** travelling with **electronic tickets**. It contains the **passenger's** name, flight information and a receipt.

Passenger - any person holding a **ticket** who is carried, or is to be carried, on an aircraft, except members of the operating crew. (See also the definition for **you, your**.)

Passenger coupon - the part of **your ticket** which is marked as such.

SDR - a Special Drawing Right as defined by the International Monetary Fund.

Stopover - a scheduled stop on **your** journey at a point between the place of departure and the place of destination.

Tariff - the published fares, charges and related **conditions of carriage** of an airline which have been filed, where required, with the appropriate authorities.

Ticket - either a document called 'Passenger ticket and baggage check' or an **electronic ticket**, which **we** or **our authorised agents** have issued to **you**.

Transit passenger - a **passenger** arriving at an airport for onward travel to another country:

- on the same flight from that airport
- on a **connecting flight** from that airport
- on a **connecting flight** from another airport
- on another onward flight from that airport

Unchecked baggage - **your baggage** other than **your checked baggage**. (**You** take **your unchecked baggage** with **you** on to the aircraft.)

Validity period - the period for which **your ticket** is valid for travel.

Voluntary fare refund - a refund, under clause 10c, of the fare for **your ticket**.

2. When these conditions apply



2a) General

Except where clause 2c says otherwise, these conditions of carriage will apply to all flights we operate under the BA airline designator code and to any case where we have a legal liability to you in relation to your flight.

2b) Code shares and franchises

On some services we have arrangements with other airlines known as code shares. This means that, even if you have a reservation with us and hold a ticket showing the BA airline designator code for the flight, another airline may operate the aircraft.

On some services we have arrangements with other airlines called franchisees who will operate the aircraft on which you will travel using our name, our livery and the BA airline designator code.

If either a code share or a franchise applies to your flight, we or our authorised agents will let you know if we or another airline will be operating the flight at the time you make a reservation.

2c) Differences between these conditions of carriage and tariffs and laws

If these conditions of carriage are inconsistent with any tariffs or laws which apply to your contract of carriage with us, the tariffs or laws will apply.

2d) Differences between these conditions of carriage and our regulations

If these conditions of carriage are inconsistent with our regulations, these conditions of carriage will apply.

2e) Validity of these conditions of carriage

If one of these conditions of carriage is invalid, the other conditions will remain valid.

3. Tickets



3a) General

3a1) We will only carry **you** if **you** are the **passenger** named in the **ticket**. We may ask **you** to prove that this is the case.

3a2) **You** cannot transfer **your ticket**. However, please read clauses 3e and 3f.

3a3) We sell some **tickets** at discounted fares which may be partly or completely non-refundable. **You** should choose the fare which best suits **your** needs and consider taking out insurance to cover instances where **you** might have to cancel **your ticket**.

3a4) **Your ticket** is **our** property at all times if it was issued by **us** or **our authorised agents**. If **your ticket** was issued by or on behalf of another airline, it is the property of the airline which issued it.

3a5) Except where **you** have an **electronic ticket**, **you** will not be entitled to be carried on a flight unless you have presented a valid **ticket** to **us** containing: -

- the **flight coupon** for that flight
- all other unused **flight coupons** and
- the **passenger coupon**

You will not be entitled to be carried on a flight if the **ticket** **you** have presented is spoiled, torn or damaged or if it has been altered or tampered with unless **we** or **our authorised agents** have made the alteration.

If **you** are travelling on an **electronic ticket**, **you** will not be entitled to be carried on a flight unless the **electronic ticket** was issued in **your** name and **you** can prove to **us** that **you** are the person named on it.

3a6) A **ticket** is a valuable document and **you** must make sure it is not lost or stolen.

3b) Ticket validity period

3b1) Unless it says differently on the **ticket**, in these **conditions of carriage**, or in any **tariffs** which apply, a **ticket** is valid for travel for:

- one year from the date it is issued or
- one year from the date **you** first travelled using the **ticket**, as long as **your** first **flight** took place within a year of the **ticket** being issued.

3b2) If you are prevented from travelling within the **validity period** of a **ticket** because **we** could not confirm **your** reservation at the time **you** asked for it, **we** will:

- extend the **validity period** of the **ticket** or
- give **you** a **voluntary fare refund**.

3b3) If, after beginning **your** journey:

- **you** become ill
- **your** illness prevents **you** from travelling on **your** next **flight** within the **validity period** of **your ticket**; and
- **you** want **us** to extend the **validity period** so that **you** can continue **your** journey;

you must give **us** a medical certificate. The certificate must:

- state the facts relating to **your** illness and
- confirm the date **you** will be fit to travel again ('**the recovery date**').

When **we** receive the certificate, **we** may decide to extend the **validity period** until either:

- the **recovery date**, as long as there is a seat available on the relevant flight in the class of service for which **you** have paid the fare or
- if not, the first date after the **recovery date** when a seat will be available.

If the **flight coupons** left on **your ticket** involve one or more **stopovers**, **we** may decide to extend the **validity period** up to a maximum of three months from the **recovery date**. If other members of **your** immediate family were travelling with **you** when you fell ill, **we** will extend the **validity period** of their **tickets** for a similar period.

3b4) If:

- a **passenger** dies during their journey and
- other **passengers** are travelling in the same party as the dead **passenger**

we may decide to do either, or both, of the following.

- We will not enforce any minimum stay conditions which apply to the **tickets** of members of the party.
- We will extend the **validity period** of their **tickets**.

3b5) If:

- **you** have begun **your** journey
- a member of **your** immediate family dies and
- **you** have supplied **us** with a copy of the death certificate,

we may decide to change **your tickets** and those of **your** immediate family travelling with **you** by doing either, or both, of the following.

- We will not enforce any minimum stay condition relating to the **tickets**.
- We will extend the **validity period** of the **tickets**.

We will not extend the **validity period** of the **tickets** for more than 45 **days** after the date of death.

3c) Using flight coupons in the right sequence and changes in itinerary

3c1) Your ticket is valid only for the transportation shown on it from the place of departure through any agreed stopping places to the final place of destination. The fare **you** have paid is based on our tariff for the transportation shown on **your ticket** and forms part of **your** contract with **us**.

3c2) Your ticket is no longer valid if **you** do not use all the coupons in the sequence provided in the **ticket**. Where **you** change **your** travel without our agreement and the price for the resulting transportation **you** intend to undertake is greater than the price originally paid, **you** will be requested to pay the difference in price. Failure to pay the price applicable to **your** revised transportation will result in refusal of carriage.

3c3) If you want to change all or part of **your** transportation, **you** must contact **us** beforehand. **We** will work out the revised fare for your changed transportation. **You** will have the option of either accepting the revised fare or maintaining **your** original transportation.

3c4) If **you** need to change any aspect of **your** transportation because of **events beyond your control**, **you** must contact **us** as soon as possible. **We** will use reasonable efforts to transport **you** to **your** next **stopover** or final destination, without re-calculating the fare.

3c5) If **you** change **your** transportation without **our** agreement, **your** unused **flight coupons** will not be valid for travel and will have no value and **we** will not carry **you** until:

- **we** or **our authorised agents** have re-calculated the revised fare for **your** actual transportation and
- **you** have paid the difference (if any) between the fare **you** have already paid and the revised fare which applies to **your** changed transportation.

If the revised fare is lower than the fare **you** have already paid, **we** or **our authorised agents** will refund **you** the difference.

3c6) While some changes to **your** transportation will not result in a change of fare, others, such as changing the place of departure (for example, because **you** have not used the first **flight coupon** in **your ticket** or **you** have reversed the direction of **your** travel) may result in a fare increase. Many fares are valid only for travel on the dates and for the flights shown on the **ticket**. **You** may not be able to change these at all or only if **you** pay **us** an extra fee to do so.

3c7) **We** will accept each **flight coupon** in **your ticket** for transportation in the class of service on the date and flight for which **you** have a reservation unless **you** fail to meet the check-in and boarding requirements in clause 6 or **we** have to deny **you** boarding because of overbooking or **we** exercise **our** right to refuse to carry **you** under clause 5d3 or 7.

3c8) If **we** issue a **ticket** without a reservation being specified on it, **you** may make a reservation later but whether **you** will be able to do so will depend on **our tariff** and whether a seat is available on **your** chosen **flight**.

3c9) If **you** cancel a booking before the **check-in deadline** for **your** flight, **we** will not cancel **your** return or onward reservations.

3c10) If **you** fail to cancel a booking before the **check-in deadline** for **your** flight and do not show up for the flight, **we** may decide to cancel **your** return or onward reservations.

3d) Replacement tickets

If **you** ask, **we** will replace **your ticket** with a new **ticket** if:

- **you** have lost **your ticket** or part of it
- **your ticket** is spoiled, torn, damaged or has been altered or tampered with
- **you** do not have **your ticket** with **you** and so cannot present it to **us** or
- one or more unused **flight coupons** or the **passenger coupon** (or both) are missing from **your ticket**.

We will only do this if:

- **we** or **our authorised agents** issued the original **ticket**
- **you** sign an agreement to repay **us** any costs and losses, up to the value of the original **ticket**, which **we** or another airline would suffer as a result of the **ticket** being misused and
- **you** prove that **you** had a valid **ticket**.

We will not claim from **you** any losses which result from our **own** negligence.

We may charge a reasonable administration fee for issuing a new **ticket**, unless the loss or damage was caused by **us** or **our authorised agents**.

If:

- **you** cannot prove that **you** had a valid **ticket** or
- **you** do not sign an agreement.

We may ask **you** to pay up to the full **ticket** price for a replacement **ticket**. **We** will give **you** a refund if and when **we** are satisfied that the original **ticket** has not been used before its **validity period** ran out. If **you** find the original **ticket** before its **validity period** runs out and give it to **us**, **we** will give **you** a refund at that time.

If **we** or **our authorised agents** did not issue **your ticket**, **you** must apply for a refund from the airline which issued it.

3e) Your rights if you are prevented from travelling by events beyond your control

If:

- **you** are a consumer.
- **you** have been prevented from travelling by events beyond your control and

- all or part of the fare for your ticket is non-refundable.

we will give you a credit for the non-refundable part of the fare. We will do this if you:

- have a completely unused ticket
- have told us promptly about the events beyond your control and
- have given us evidence of these events.

The credit can be used for future travel on us by you or any person you choose. We may take a reasonable fee from the credit to cover our administration costs.

3f) Your right to transfer your booking to another passenger where the Package Travel, Package Holidays and Package Tour Regulations apply.

We or our authorised agents will, if you ask, issue a new ticket to somebody else to replace your ticket if:

- your ticket has been issued as part of a package to which The Package Travel, Package Holidays and Package Tours Regulations 1992 SI 1992/3288 as amended (the Regulations) apply
- you want to transfer your booking under regulation 10 of the Regulations
- you prove to us or our authorised agents that you have satisfied the requirements of regulation 10 and are entitled to transfer the booking
- you give us or our authorised agents reasonable notice of your intention to transfer the booking before your date of departure
- you give us or our authorised agents the full name, address and contact number of the person to whom you want the new ticket to be issued
- you deliver your ticket to us or our authorised agents and
- you pay us or our authorised agents a reasonable administration fee for issuing the new ticket.

3g) Our name and address on tickets

Our name may be abbreviated to the BA airline designator code on the ticket. Our address is Waterside, PO Box 365, Harmondsworth UB7 OGB, United Kingdom. Please also see our website www.ba.com for more details of how to contact us.

4. Fares, carrier imposed charges and surcharges, and taxes, fees, charges, and currency

4a) Fares, carrier imposed charges and surcharges

4a1) Your fare covers transporting you from the airport at the place of departure to the airport at the place of destination, unless we say otherwise.

4a2) Your fare does not include ground transport between one airport and another or between an airport and the town terminal.

4a3) We or our authorised agents will work out the fare for your ticket which applies under our tariff on the date you pay for it. The fare will be for travel on the specific dates and itinerary shown on your ticket.

4a4) If you want to change either your itinerary or your dates of travel, this may increase the fare.

4a5) Carrier imposed charges and/or surcharges may be added to your fare as part of the published total amount payable for your transportation.

4b) Taxes, fees and charges

4b1) You must pay any taxes, fees and charges imposed on us or on you by governments or other authorities, or by operators of airports.

4b2) When you buy your ticket, we will tell you about any:

- carrier imposed charges, and surcharges
- taxes, fees and charges

4b3) Taxes, fees and charges change constantly and can be imposed or altered after the date we have issued your ticket. If they change or if a new tax, fee or charge is imposed after we have issued your ticket, you will have to pay us any increase. Similarly, if any taxes, fees and charges you pay to us in respect of your transportation when we issue the ticket are then abolished or reduced, you will be entitled to claim a refund from us. If you are a resident of, and

your flight departs from, the Federal Republic of Germany, any increase in taxes, fees or charges will not be applied in the period of 4 months from the date of purchase of the ticket.

4b4) If you do not use your ticket, you will be entitled to claim a refund of any taxes, fees and charges which you paid, less a reasonable service charge.

4c) Currency

You must pay the fare, carrier imposed charges and surcharges, and any taxes, fees and charges in the currency of the country in which the ticket is issued, unless we or our authorised agents say you must use another currency at or before the time you pay. We may decide to accept payment in another currency.

5. Reservations



5a) General

5a1) We will record your reservation in our computer system. If you ask, we or our authorised agents will send you confirmation of your reservation to the email address that was provided to us at the time that the booking was made.

5a2) Some fares have conditions attached to them which limit or exclude your right to change or cancel reservations.

5a3) We or our authorised agents may charge additional carrier or agency fees for issuing or changing your ticket or providing other reservation services.

5b) Time limits for payment of the fare

If you have not paid for your ticket by the deadline we or our authorised agents have set, we may decide to cancel your reservation.

5c) Personal information

5c1) We may use the personal information that you provide and we collect, including information about how your purchase history and how you use our services and facilities ('your personal information'), for the purposes of:

- making a reservation and issuing a ticket
- providing you with your transportation and any related services and facilities
- accounting, billing and auditing
- verifying and screening credit or other payment cards
- immigration and customs control
- safety, security, health (including for compliance with government and regulator imposed screening requirements), administrative and legal purposes
- statistical analysis
- marketing analysis
- operating frequent flyer programmes
- systems testing, maintenance and development
- customer relations
- helping us in any future dealings with you and
- direct marketing and market research (which we will only do at your request or with your consent or if we give you the opportunity to opt out).

5c2) For these purposes we may release your personal information to:

- our subsidiary companies
- carriers and other companies involved in providing your transportation or related services and facilities
- our oneworldTM partner airlines and franchisees
- data processors
- our agents
- government, public health bodies and enforcement agencies and
- credit and other payment card companies and screening companies.

This may involve sending your personal information outside the European Economic Area.

5d) Passengers requiring advance arrangements

5d1) For passengers with a disability refer to clause 18.

5d2) If you are not a passenger with a disability but you ask us or our authorised agents at the time of booking to provide any special assistance, we will make reasonable efforts to meet your request.

5d3) We may decide not to carry:

- pregnant women or
- passengers who are ill.

if arrangements to carry them have not been made before check in; or

- unaccompanied children without a consent form (see clause 5d5).

5d4) We will not carry you if you are aged under 14 at the date of travel and are not travelling with someone aged 16 or older on your booking or on a linked booking. If we refuse to carry you clause 10b) will apply.

5d5) If you are aged under 16 at the date of travel and are travelling without someone aged 16 or older on your booking or a linked booking, you must carry with you at all times a fully completed 'Young Flyer Travelling Alone' consent form which is available on our website. You must also carry a copy of your parent or guardian's passport or identity document. If you do not carry these documents at all times or present it when requested by us or our agents, we may refuse to carry you. If we refuse to carry you clause 10b) will apply.

5e) Seating

5e1) We will try to honour advance seating requests.

5e2) We cannot guarantee that you will be able to sit in any particular seat.

5e3) We can change your seat at any time, even after you have boarded the aircraft, as we may need to do this for operational, safety or security reasons.

5f) Reconfirming reservations

5f1) You may have to reconfirm onward or return reservations within certain time limits. We will tell you if you need to reconfirm and how and where you should do this.

5f2) If you fail to reconfirm, we may decide to cancel your onward or return reservations.

5f3) If you fail to reconfirm but let us know that you still want to travel and there is space on the flight, we will reinstate your reservations and carry you. If there is no space on the flight, we will use reasonable efforts to carry you to your next or final destination on a later flight.

5f4) You should check the reconfirmation requirements of any other carriers involved in your journey and where necessary, reconfirm with the carrier whose airline designator code appears on the ticket for the flight in question.

6. Check-in and boarding



6a) Check-in deadlines

Check-in deadlines vary and your journey will be smoother if you allow plenty of time to check in. Please find out the check-in deadlines for your flights before you travel and keep to them. We may also tell you a time by which you must present yourself for check-in.

6b) The check-in deadline for your first flight

We or our authorised agents will tell you the check-in deadline for your first flight with us. Check-in deadlines for all our flights are set out in our website www.ba.com and you can also ask us or our authorised agents for details at any time.

6c) You must check in by the check-in deadline

If you do not complete the check-in process by the check-in deadline, we may decide to cancel your reservation and not carry you. By completing the check-in process we mean that you have received your boarding pass for your flight.

6d) You must arrive at the boarding gate on time

You must be present at the boarding gate not later than the time we give you when you check in. We may decide not to carry you if you fail to arrive at the boarding gate on time.

6e) We are not liable if you fail to meet deadlines

We will not be liable to you for any loss or expense you suffer if you fail to meet check-in deadlines, fail to present yourself for check-in on time (if we tell you a time) or fail to be at the boarding gate on time.

7. Our right to refuse to carry you or to ban you from travel

^

7a) Our right to refuse to carry you

We may decide to refuse to carry you or your baggage if one or more of the following has happened or we reasonably believe may happen.

7a1) If carrying you or your baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.

7a2) If carrying you or your baggage may affect the comfort of any person in the aircraft.

7a3) If you are drunk or under the influence of drink or drugs.

7a4) If you are, or we reasonably believe you are, in unlawful possession of drugs.

7a5) If you have ever been caught smoking, attempting to smoke and/or tampering with a smoke detector on a previous flight by a member of our crew.

7a6) If your mental or physical state or health is considered a danger or risk to you, the aircraft or any person in it, or you have failed to meet government, public health body, or other government enforcement body, health requirements applicable for the country you are travelling to.

7a7) If you have refused to allow a security check to be carried out on you or your baggage.

7a8) If you have not observed or obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security, including, but not limited to, the requirement to comply with health mitigation measures implemented to prevent the spread of infectious disease.

7a9) If you have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of the crew of the aircraft.

7a10) If you have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft.

7a11) If you have deliberately interfered with a member of the crew of the aircraft carrying out their duties.

7a12) If you have put the safety of either the aircraft or any person in it in danger.

7a13) If you have made a hoax bomb or other security threat.

7a14) If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft.

7a15) If you have not, or do not appear to have, valid travel documents.

7a16) If you try to enter a country for which your travel documents are not valid.

7a17) If the immigration authority for the country you are travelling to, or for a country in which you have a stopover, has told us (either orally or in writing) that it has decided not to allow you to enter that country, even if you have, or appear to have, valid travel documents.

7a18) If you destroy your travel documents during the flight.

7a19) If you have refused to allow us to photocopy your travel documents.

7a20) If you have refused to give your travel documents to a member of the crew of the aircraft, when we have asked you to do so.

7a21) If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger.

7a22) If carrying you would break government laws, regulations, or orders.

7a23) If you have refused or failed to give us information which a government authority has asked us to provide about you, including passenger information requested in advance of your flight or valid health verification documentation required by the country that you are travelling to.

7a24) If you have not presented a valid ticket.

7a25) If you have not paid the fare (or any applicable carrier imposed charges and surcharges, and any applicable taxes, fees and charges) for your journey.

7a26) If you have presented a ticket acquired illegally.

7a27) If you have presented a ticket which you did not buy from us or our authorised agents.

7a28) If you have presented a ticket which was not issued by us or our authorised agents.

7a29) If you have presented a ticket which has been reported as being lost or stolen.

7a30) If you have presented a counterfeit ticket.

7a31) If you have presented a ticket with an alteration made neither by us nor our authorised agents.

7a32) If you have presented a spoiled, torn or damaged ticket or a ticket which has been tampered with.

7a33) If you cannot prove you are the person named in the ticket.

7a34) If you have changed your transportation without our agreement as set out in clause 3c.

7a35) If you have failed to present your ticket or your boarding pass or your travel documents to us when reasonably asked to do so.

7a36) If you have failed to complete the check-in process by the check-in deadline.

7a37) If you have failed to arrive at the boarding gate on time.

7a38) If you have refused or failed to undergo health screening or a health examination requested by us or by a government or enforcement agency.

7a39) If you have behaved in a way mentioned above on or in connection with a previous flight and we believe you may repeat this behaviour.

7b) Our right to refuse to carry you when we have banned you from our route network

7b1) Separately, and in addition to our right to refuse to carry you under any of the provisions of 7a), **We** will be entitled to refuse to carry **you** or **your baggage** if **we** have given **you** a banning notice.

7b2) By a banning notice **we** mean a written notice **we** have given to **you** informing **you** that **you** are banned from being carried on **our** route network. (This means **you** are banned from travelling on all flights we operate.) This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask **you** not to buy a **ticket** or ask or allow anyone to do so for **you**.

7b3) If **you** try to travel while a banning notice is in force, **we** will refuse to carry **you** and **your** only recourse will be receipt of an involuntary fare refund. **You** will not be entitled to any compensatory or other damages.

8. Baggage



8a) Your free baggage allowance

We will carry some of your baggage free of charge. Your free baggage allowance will be shown on your ticket, or in the case of an electronic ticket, on your itinerary and receipt and will depend on our baggage regulations applying at the time of your flight. If you are in doubt, please ask us or our authorised agents for details of your free baggage allowance and our baggage regulations.

8b) Excess baggage

You will have to pay a charge for the carriage of baggage over your free baggage allowance. Please ask us or our authorised agents for details of our excess baggage rates.

8c) Items you must not carry in baggage

You must not carry the following in your baggage (whether as checked baggage or unchecked baggage):

- Items you are forbidden from carrying by law.
- Items you are forbidden from carrying by our regulations.
- Items likely to put the aircraft or people or property on board the aircraft in danger. These include the items shown in the 'International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air' and the 'International Air Transport Association (IATA) Dangerous Goods Regulations'.

- Items which we reasonably consider unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or character. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used.

If we discover that you are carrying forbidden items, we will refuse to carry them. Please ask us or our authorised agents for information about forbidden items if you need it.

8d) Firearms

8d1) On some of **our** services we do not carry firearms and ammunition. On services where **we** do carry firearms and ammunition **we** may charge a handling fee for accepting firearms and ammunition or **we** may exclude firearms and ammunition from **your** free baggage **allowance** in which case **you** will have to pay an excess **baggage** charge.

8d2) If **you** want **us** to carry firearms and ammunition, other than sporting guns or ammunition, **you** must get **our** permission before **you** check in. If **you** do not, we may decide not to carry them.

8d3) If **you** are travelling on a service where **we** carry firearms and **you** want **us** to carry sporting guns or ammunition, **you** must let us know before **you** check in. If **you** do not, **we** may decide not to carry them.

8d4) All firearms and ammunition must be carried as **checked baggage** and we will not allow **you** to take them into the aircraft cabin.

8d5) All firearms carried as **checked baggage** must be unloaded, have the safety catch on and be suitably packed.

8d6) Carrying firearms and ammunition is covered by the ICAO Technical Instruction and IATA Regulations referred to above.

8d7) **You** must make sure that **you** have all the documents **you** need for firearms and ammunition. If **you** do not, **we** may decide not to carry them.

8e) Dangerous items you must not take with you on to the plane

8e1) **You** must not take any item into the aircraft cabin if **we** tell **you** that **we** reasonably believe that its presence there would affect the safety and security of the aircraft or any person in it. **You** must not take any item into the aircraft cabin which **you** are forbidden from taking into the aircraft cabin by law.

8e2) **You** must not take antique, toy or replica guns or weapons into the aircraft cabin.

8e3) **You** must not take swords, knives, archery bows, arrows or similar weapons into the aircraft cabin.

8e4) **We** may either tell **you** to check in items referred to in clauses 8e1, 8e2 and 8e3 as **checked baggage** or refuse to carry them altogether.

8f) Fragile or perishable items must not be packed in baggage checked into the hold

You must not include in **your checked baggage** fragile or perishable items or items of special value such as:

- money
- jewellery
- precious metals
- computers
- personal electronic devices
- share certificates, bonds and other valuable documents
- business documents or
- passports and other identification documents.

8g) Our right to refuse to carry checked baggage not properly and securely packed

8g1) **We** will refuse to carry **checked baggage** if **we** reasonably believe that it is not properly and securely packed in suitable containers.

8h) Our right to search, screen and x-ray you and your baggage

8h1) For reasons of safety and security **we** or our agents may ask to search and screen **you** and search, screen or x-ray **your baggage**. We will always try to search, screen or x-ray **your baggage** when **you** are present. However, if **you** are not available, **we** may search **your baggage** in **your** absence.

If **you** do not allow **us** to carry out the necessary safety and security searches, screening and x-rays, **we** will refuse to carry **you** and **your baggage**.

8h2) If a search or screening causes **damage** to **you**, or a search, screening or x-ray causes **damage** to **your baggage**, **we** will not be liable for the **damage** unless it was caused by **our** negligence or fault.

8i) Checked baggage (baggage checked into the hold)

8i1) **You** must put **your** name on each item of checked baggage.

8i2) When **you** check in **your checked baggage**, **we** will give **you** a **baggage identification tag** for each piece.

8i3) **We** will carry **your checked baggage**, whenever possible, on the same aircraft as **you**, unless we decide for safety, security or operational reasons to carry it on another flight. If **we** carry **your checked baggage** on another flight **we** will deliver it to **you**, unless the law says **you** must be present for customs clearance.

8j) Unchecked baggage (baggage you carry on to the plane)

8j1) **We** set maximum dimensions and weights for unchecked baggage, which must also:

- fit under the seat in front of **you**, or
- fit in an enclosed storage compartment in the cabin of the aircraft.

8j2) If:

- **your unchecked baggage** is larger than the maximum dimensions or weights or
- does not fit under the seat in front of **you** or in an enclosed storage compartment or
- **we** decide it is not safe,

you must check it in as checked baggage.

8j3) If **you** have an item of **baggage** (such as a musical instrument) larger or heavier than the maximum dimensions and weight for **unchecked baggage** but unsuitable to be carried as **checked baggage**, **we** will carry it in the aircraft cabin if:

- **you** told **us** before **you** checked in that **you** wanted to take it into the aircraft cabin
- **we** agreed with **you** before **you** checked in to carry it in the aircraft cabin and
- **you** have paid **us** any extra charge that applies for this service.

Please ask **us** or **our authorised agents** for details of our charges.

8k) Collecting and delivering baggage checked into the hold

8k1) Unless clause 8i3 applies, **you** must collect **your checked baggage** as soon as **we** have made it available at **your** place of destination or **stopover**. If **you** do not collect it within a reasonable time, **we** may charge you a storage fee. If **you** do not claim **your checked baggage** within three months from the date **we** make it available, **we** may dispose of it without any liability to **you**.

8k2) Only the person with the **baggage identification tag** and if one has been issued, the **baggage check**, can claim a piece of **checked baggage**.

8k3) If a person claiming a piece of **checked baggage** cannot produce the **baggage identification tag** and if one has been issued, the **baggage check**, **we** will deliver the **baggage** to them only if they can prove to **us** that the **baggage** is theirs.

8l) Animals

On some services **we** do not carry animals. If **we** agree to carry **your** animals, **we** will carry them subject to the following conditions.

8l1) On domestic flights (by which **we** mean **flights** within the common travel area of the United Kingdom (including the Channel Islands and the Isle of Man) and the Republic of Ireland) the following will apply:

- Only assistance dogs accompanying **passengers** with a disability can be taken into the aircraft cabin.
- Assistance dogs will be carried free save that **we** may make a charge if an adjacent seat has to be withdrawn from use to accommodate a **passenger** with a disability and accompanying assistance dog.
- **We** will carry domestic pet animals as **checked baggage** or as cargo, according to **our** policy at the relevant time.
- All other animals must be carried as cargo.

8I2) On international flights (by which **we** mean all **flights** other than domestic flights) the following will apply:

- Assistance dogs accompanying **passengers** with a disability can be taken into the aircraft cabin if applicable laws permit it and if the necessary arrangements are in place at the relevant airports.
- Assistance dogs accompanying **passengers** with a disability will be carried free save that **we** may make a charge if an adjacent seat has to be withdrawn from use to accommodate a **passenger** with a disability and an accompanying assistance dog.
- Assistance dogs which cannot be taken into the aircraft cabin, pet dogs and pet cats will be carried as **checked baggage** or as cargo, according to our policy at the relevant time.
- All other animals must be carried as cargo.
- We will only carry animals if it would be legal for them to arrive at **your** place of destination or transit point.

8I3) On all flights (by which **we** mean both domestic and international) the following will apply:

- Except for assistance dogs accompanying **passengers** with disability, animals and their containers accepted as **checked baggage** will not be part of **your** free **baggage** allowance and **you** will have to pay an excess **baggage** charge for them.
- **You** must make sure that all animals travelling as **checked baggage** are put in proper, adequate and secure containers. If **you** fail to do this, **we** may decide not to carry the animals.
- **You** must present to **us** all health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for the animals. If **you** fail to do this, **we** may decide not to carry the animals.
- Unless carrying the animals is covered by the liability rules of the **convention**, **we** will not be responsible for their loss, sickness, injury or death unless **we** have been negligent.
- **We** are not liable to **you** for any loss **you** suffer because **you** do not have the health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for **your** animals. **You** must repay to **us** any fines, costs, charges, losses or liabilities **we** have paid or suffered because **you** did not have these documents.
- From time to time **we** adopt regulations for carrying animals. Please ask **us** or **our authorised agents** for a copy.

9. Schedules, remedies for delays and cancellations and denied boarding compensation

9a) Schedules

9a1) The flight times shown in **our** timetables may change between the date of publication and the date **you** actually travel. **We** do not guarantee these flight times to **you** and they do not form part of **your** contract of carriage with us.

9a2) Before **we** accept your booking, **we** or **our authorised agents** will tell you the scheduled departure time of **your flight** and it will be shown on **your ticket** or **itinerary and receipt**. **We** may need to change the scheduled departure time of **your flight** after **your ticket** has been sent to **you** or to change the scheduled departure terminal for **your flight**. If **you** give **us** or **our authorised agents** contact information, **we** or they will try to let **you** know about any changes.

9a3) If, after **you** buy **your ticket**:

- **we** make a significant change to the scheduled departure time of **your flight**;
- **you** find this change unacceptable; and
- **we** or **our authorised agents** cannot book **you** on another flight which **you** are prepared to accept;

we will give **you** an **involuntary fare refund**.

9b) Remedies for delays and cancellations

9b1) **We** will take all reasonable measures necessary to avoid delay in carrying **you** and **your baggage**.

9b2) These measures may, in exceptional circumstances and if necessary to prevent a flight being cancelled, include arranging for a flight to be operated:

- by another aircraft
- by another airline or
- by both.

9b3) If **we**:

- cancel a flight;
- delay a flight by five hours or more;
- fail to stop at **your** place of **stopover** or destination; or

- cause **you** to miss a **connecting flight** on which **you** hold a confirmed reservation;

you can choose one of the three remedies set out immediately below.

Remedy 1

We will carry **you** as soon as **we** can to the destination shown on **your ticket** on another of **our** scheduled services on which a seat is available in the class of service for which **you** have paid the fare. If **we** do this, **we** will not charge **you** extra and where necessary, will extend the **validity period** of **your ticket**.

Remedy 2

We will carry **you** to the destination shown on **your ticket** in the class of service for which **you** have paid the fare at a later date at your convenience and within the **validity period** of **your ticket** on another of **our** scheduled services on which a seat is available. If **we** do this, **we** will not charge **you** extra.

Remedy 3

We will give or obtain for **you** an **involuntary fare refund**.

We will give **you** additional assistance, such as compensation, refreshments and other care and reimbursement, if required to do so by any law which may apply. **We** will have no further liability to **you**.

9c) Denied boarding compensation

9c1) If **you** are denied boarding against **your** will on a flight for which **you** have both a valid **ticket** and a confirmed reservation, **we** will pay **you** compensation and provide refreshments and other care as required by any law which may apply. This will not apply if **you** fail to meet the check-in and boarding requirements in clause 6 or **we** exercise **our** right to refuse to carry **you** under clause 5d3 or 7.

9c2) Please note that it is your responsibility to check and observe all health mitigation requirements applicable to your journey, and to check the latest government health policies and entry requirements for the country you are travelling to prior to travel and to ensure that you have met all applicable entry requirements, if you fail to do so, and as a consequence you are denied boarding, the compensation and care and assistance provisions referred to in 9c1) will not apply.

10. Refunds



10a) General

10a1) **We** will refund the fare and carrier imposed charges and surcharges for **your ticket**, or any unused part of it and any taxes, fees and charges, as set out in the fare rules and conditions applicable to your booking.

10a2) Unless **we** say otherwise, **we** will only make a refund to the person who paid for the **ticket**.

10a3) **You** must, if **you** want a refund, prove to **us** that **you** are the person who paid for the **ticket**.

10a4) Unless **you** are applying for a refund on a lost **ticket**, **we** will only make the refund if **you** first give **us** the **ticket** and all unused **flight coupons**.

10b) Involuntary fare refunds

10b1) **We** will pay fare refunds as set out below if **we**:

- cancel a flight
- make a significant change to a flight time which is not acceptable to **you**
- delay a flight by five hours or more
- fail to stop at **your** place of destination or stopover
- cause **you** to miss a **connecting flight** on which **you** held a confirmed reservation or
- refuse to carry **you** because a banning notice is in force against **you** or for some other reason pursuant to these conditions where reference is made to this clause.

10b2) If **you** have not used any part of the **ticket**, the refund will be equal to the fare and any carrier imposed charges and surcharges, and taxes, fees and charges **you** have paid.

10b3) If **you** have used part of the **ticket**, the refund will be equal to at least the difference between the fare and any carrier imposed charges and surcharge and taxes, fees and charges **you** have paid and the correct fare and carrier imposed charges and surcharges, and taxes, fees and charges for travel between the points for which **you** have used **your ticket**.

10c) Voluntary fare refunds

10c1) If **you** are entitled to a refund of the fare for **your ticket** for reasons other than those set out in clause 10b, the refund will be as follows.

10c2) If **you** have not used any part of the **ticket**, the refund will be equal to the fare and any carrier imposed charges and surcharges, and taxes, fees and charges **you** have paid, less any cancellation and reasonable service charge.

10c3) If **you** have used part of the **ticket**, the refund will be equal to the difference between the fare and any carrier imposed charges and surcharges, and taxes, fees and charges **you** have paid and the correct fare, and any carrier imposed charges and surcharges, and taxes, fees and charges for travel between the points for which **you** have used the ticket, less any cancellation and reasonable service charge.

10d) Refund on a lost ticket

10d1) If **you** lose **your ticket** or part of it, **we** will, if **you** give us satisfactory proof of the loss and pay a reasonable administration fee, give **you** a refund as soon as possible after the **validity period** of the **ticket** expires. **we** will only do this if:

- the lost **ticket**, or part of it, has not been used, previously refunded or replaced (unless the use, refund or replacement by or to someone else resulted from **our** own negligence) and
- the person to whom the refund is made agrees to repay **us** the amount **we** refund if **we** later discover fraud.

This will not apply if any fraud or use by someone else resulted from our negligence.

10d2) If **we** or **our authorised agents** lose the **ticket** or part of it, **we** will be responsible for any loss.

10e) Our right to refuse a fare refund

10e1) **We** may decide to refuse to give **you** a refund if **you** apply for it after the end of the **ticket validity period**.

10e2) **We** may decide to refuse to give **you** a refund if, when **you** arrived in a country, **you** presented **your ticket** to us or to government officials as evidence of **your** intention to leave that country, unless **you** can prove to us that:

- **you** have permission to stay in the country or
- **you** will be leaving the country on another airline or on another form of transport.

10f) Currency

We will pay **you** a refund in the same way and in the same currency that **you** used to pay for the **ticket**, unless **we** agree otherwise. For example, if **you** paid in US dollars by credit card, **we** will make a refund in US dollars to **your** credit card account.

10g) Voluntary fare refunds are made only by the carrier who issued the ticket

We will only give **you** a **voluntary fare refund** if **we** or **our authorised agents** issued the **ticket** and **we** or they have authorised the refund.

11. Behaviour on the aircraft



11a) Unacceptable behaviour

If, while **you** are on board the aircraft, **we** reasonably believe that **you** have:

- put the aircraft, or any person in it, in danger
- deliberately interfered with the crew in carrying out their duties
- failed to obey the instructions of the crew relating to safety or security, or health mitigation measures
- failed to obey the seat-belt or no-smoking signs
- committed a criminal offence
- allowed **your** physical or mental state to become affected by drink or drugs

- failed to obey the crew's instructions relating to drink or drugs
- made a hoax bomb or other security threat
- threatened, abused or insulted the crew or other **passengers**
- behaved in a threatening, abusive, insulting or disorderly way towards the crew or other **passengers** or
- behaved in a way which causes discomfort, inconvenience, **damage** or injury to the crew or other **passengers**

we may take any measures **we** think reasonable to prevent **you** continuing **your** behaviour. When the aircraft lands, **we** may decide to:

- make **you** leave the aircraft
- refuse to carry **you** on the remaining sectors of the journey shown on **your** ticket and
- report the incident on board the aircraft to the relevant authorities with a view to them prosecuting **you** for any criminal offences **you** might have committed.

11b) Diversion costs caused by unacceptable behaviour

If, as a result of your behaviour, **we** divert the aircraft to an unscheduled place of destination and make **you** leave the aircraft, **you** must pay us the reasonable and proper costs of the diversion.

11c) Using electronic devices on board the aircraft

For safety reasons, **we** may decide not to allow **you** to use electronic devices when **you** are on board the aircraft, including:

- mobile phones
- laptop computers
- personal recorders
- personal radios
- MP3, cassette and CD players
- electronic games or
- transmitting devices (for example, radio-controlled toys and walkie-talkies).

You must not use these items when **we** have told **you** that they are not allowed.

We will allow **you** to use hearing aids and heart pacemakers.

12. Services provided by other companies



12a) If we:

- arrange for another company (such as a tour operator, a train company, a ferry or a hotel) to provide land or sea transport or other services for **you** or
- issue **you** with a **ticket** or voucher relating to land or sea transport or other services

we are only acting as **your** agent in making the arrangements or issuing the **ticket**. The terms and conditions of the company providing those services will apply.

12b) If **we** are also providing land or sea transport for **you**, specific conditions (not these **conditions of carriage**) will apply to that transport. Please ask **us** or **our authorised agents** for a copy of these specific conditions.

13. Travel documents, entry requirements, customs inspection and security screening



13a) General

13a1) You (not **us**) must:

- check the relevant entry requirements, including government health policies and requirements for any country **you** are visiting and ensure that you meet all applicable entry requirements, including health mitigation measures and
- present to **us** all passports, visas, health certificates and other travel documents needed for **your** journey.

13a2) You must obey all laws, regulations and orders of any countries **you** fly from, enter or travel through or in which **you** are a **transit passenger**.

13a3) We will not be liable to **you** if:

- **you** do not have all necessary passports, visas, health certificates and other travel documents
- **your** passport, visa, health certificates or other travel documents are invalid or out of date or
- **you** have not obeyed all relevant laws.

13b) You must present to us valid passports, visas, health certificates and other travel documents

Before **you** travel, **you** must present to us all passports, visas, health certificates and other travel documents **you** need for **your** journey. If **we** ask, **you** must:

- allow **us** to take and keep copies of them and
- deposit **your** passport or equivalent travel document with a member of the crew of the aircraft for safe custody until the end of the flight.

13c) What happens when you are refused entry to a country

If **you** are refused entry to a country, **you** must pay:

- any fine, penalty or charge imposed on **us** by the government concerned
- any detention costs **we** are charged
- the fare for transporting **you** back to **your** place of departure and
- any other costs **we** reasonably pay or agree to pay.

We will not refund to **you** the fare for carrying **you** to the place where **you** were denied entry.

13d) You must repay us fines, detention costs and other charges

If **we** have to pay any fine, penalty, fee, charge or costs (such as detention costs) because **you** have failed to obey any laws or regulations, or other travel requirements of the country to which **you** have travelled to or to produce the necessary documents needed by that country, **you** must repay **us** the amount **we** have paid as a result. **We** may take this amount from the value of any unused part of **your** ticket, or any of **your** money **we** have in our possession.

13e) Customs inspection

If necessary, **you** must be present when **your** baggage is inspected by customs or other government officials. **We** will not be liable to **you** for any **damage** **you** suffer in the course of an inspection or because **you** are not present.

13f) Screening

You must allow **us**, government officials, airport officials, or other **carriers** to carry out security screening of **you** or **your** baggage and health screening checks as required.

14. Successive carriers

If **we** and other **carriers** are involved in performing carriage for **you** under one **ticket**, or under a **conjunction ticket**, **we** will regard the carriage as a single operation for the purposes of the **convention**. However, please read clause 15g1.

15. Liability for damage

15a) These conditions of carriage govern our liability to you.

15b) The conditions of carriage of other carriers govern their liability to you

The **conditions of carriage** of each other **carrier** involved in **your** journey govern its liability to **you**. Other **carriers** may have lower limits of liability.

15c) Applicable laws

Our liability for the carriage of **passengers** and **baggage** is governed by the **convention**. This clause 15 sets out the limits on **our** liability and summarises the liability rules applied by **us** under the **convention** but if it is inconsistent with

the **convention** or other applicable laws, the **convention** or other applicable laws will override this clause 15.

15d) Our liability for the death wounding or other bodily injury of passengers.

15d1) Our liability for proved damages sustained in the event of death, wounding or any other bodily injury by a **passenger** in the event of an accident shall not be subject to any financial limit.

15d2) For any damages up to and including the sum of the equivalent of 113,100 **SDRs** (approximately £109,500), **we** shall not exclude or limit **our** liability.

15d3) Notwithstanding the provisions of clause 15d2, if **we** prove that the **damage** was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased **passenger** or of the person claiming compensation **we** may be exonerated wholly or partly from **our** liability in accordance with applicable laws.

15d4) To the extent that damages under this clause 15d may potentially exceed 113,100 **SDRs** (approximately £109,500) they will be reduced accordingly if **we** prove that the **damage** was not due to the negligence or other wrongful act or omission of **us** or **our** agents or that the damage was solely due to the negligence or other wrongful act or omission of a third party.

15d5) **We** shall, without delay and in any event not later than 15 **days** after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered.

15d6) Without prejudice to clause 15d5, an advance payment shall not be less than the equivalent of 16,000 **SDRs** (approximately £13,000) per **passenger** in the event of death.

15d7) An advance payment shall not constitute recognition of **our** liability.

15d8) An advance payment may be offset against any subsequent sums paid on the basis of **our** liability.

15d9) An advance payment is not returnable, except in the cases described in clause 15d3, or in circumstances where it is subsequently proved that the person who received the advance payment was not the person entitled to compensation.

15d10) **We** are not responsible for any illness, injury or disability, including death, attributable to **your** physical condition or for the aggravation of such condition.

15e) Our liability for damage to baggage

15e1) **We** are not liable for **damage** to **unchecked baggage** (other than **damage** caused by delay which is covered by clause 15e4 below), unless the **damage** was caused by **our** negligence or the negligence of **our** agents.

15e2) Our liability for **damage** to **your baggage**, including **damage** caused by delay, is limited by the **convention** to 1,288 **SDRs** (approximately £1,365) except where **you** prove that the **damage** resulted from an act or omission by **us** or **our** agents carried out either:

- with the intention of causing **damage**; or
- recklessly and with knowledge that **damage** would probably result, and **you** prove that **our** employees or agents responsible for the act or omission were acting within the scope of their employment.

15e3) If **you** complete a special declaration of higher value at check-in and pay the applicable fee, **our** liability shall be limited to the higher declared value.

15e4) **We** are not liable for **damage** to **baggage** caused by delay if **we** prove that **we** and **our** agents took all reasonable measures to avoid the **damage** or that it was impossible for **us** or **our** agents to take such measures.

15e5) **We** are not liable for any damage caused by **your** baggage.

15e6) **You** are responsible for any **damage** caused by **your baggage** to other people and property, including **our** property.

15e7) **We** are not liable in any way whatever for damage to or loss of items which **you** include in **your** checked baggage although **you** are forbidden from including them under clauses 8c, 8d or 8f, or in the case of permitted firearms **you** have not complied with the conditions for including them under clause 8d, except as provided for by the Convention. These items include fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, or passports and other identification documents. In the event of any claim for damage, delay or loss, **we** may avail ourselves of all defences of contributory negligence specified in the Convention.

15e8) **We** are not liable in any way whatever for **damage** to items which **you** include in **your** unchecked baggage although **you** are forbidden from including them under clauses 8c or 8e.

15f) Our liability for damage caused by delay to passengers

15f1) Our liability for **damage** caused to a **passenger** by delay is limited by the convention to 4,694 **SDRs** (approximately £4,500).

15f2) We are not liable for **damage** to **passengers** caused by delay if **we** prove that **we** and **our** agents took all reasonable measures to avoid the **damage** or that that it was impossible for **us** or **our** agents to take such measures.

15g) General

15g1) If we:

- issue a **ticket** for **you** to be carried on another **carrier**; or
- check in **baggage** for carriage on another **carrier**;

we do so only as agent for that **carrier**. If **you** have a claim for **checked baggage**, **you** may make it against the first or last **carrier** or against the **carrier** performing the carriage during which the **damage** took place.

15g2) We are not liable for any **damage** arising from the fact that:

- **we** have obeyed laws or government rules and regulations; or
- **you** have not obeyed laws or government rules and regulations.

15g3) Except where these **conditions of carriage** say differently, **we** are liable to **you** only for compensatory damages which **you** are entitled to recover for proven losses and costs under the **convention**.

15g4) Our contract of carriage with **you** (including these **conditions of carriage** and exclusions or limits of liability) applies to our agents, servants, employees and representatives in the same way as it applies to **us**. As a result, the total amount **you** can recover from **us** and our agents, servants, employees and representatives will not be more than the total amount of **our** own liability, if any.

15g5) Unless we say otherwise, nothing in these **conditions of carriage** gives up any exclusion or limitation of liability to which **we** are entitled under the **convention** or any laws which may apply.

15g6) Nothing in these **conditions of carriage**:

- prevents **us** from excluding or limiting **our** liability under the **convention** or any laws which apply; or
- gives up any defence available to **us** under the **convention** or any laws which apply;

against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a **passenger**.

16. Time limits for baggage complaints



16a) If you receive checked baggage without making a complaint, it will be sufficient evidence that it was delivered in good condition.

If the person with a **baggage check** or a **baggage identification tag** receives **checked baggage** without complaint, this will be sufficient evidence that the **checked baggage** has been delivered in good condition and according to the contract of carriage, unless **you** prove otherwise.

16b) Complaints about damage to checked baggage must be made in writing within seven days of receiving the baggage

If **your checked baggage** is damaged, **you** must complain in writing to **us** immediately **you** discover the **damage** and at the latest, within seven **days** from the date **you** received the **checked baggage**.

16c) Complaints about delay to checked baggage must be made in writing within 21 days of the baggage being made available to you

If **your checked baggage** is delayed, **you** must complain in writing to **us** within 21 **days** at the latest of the **checked baggage** being made available to **you**.

17. Actions for damages must be brought within two years



You will have no right to **damages** if an action is not brought within two years calculated from:

- the date of arrival at the place of destination

- the date on which the aircraft ought to have arrived or
- the date on which the carriage stopped.

The method of calculating the period of limitation will be determined by the law of the court where the case is heard.

18. Making a claim for compensation cancellation, long delay or denied boarding

18a) If you are entitled to make a claim for compensation for cancellation, long delay, or denied boarding under EU Regulation 261/2004, or applicable national law incorporating EU Regulation 261/2004, the following applies:

18a1) You must submit your claim for compensation directly to us and allow us 28 days (or such time as permitted by applicable law, whichever is the shorter) to respond to your claim, before you engage a third party to make a claim on your behalf. Claims can be [submitted online](#) or by [writing to the Customer Relations Department](#).

18a2) Nothing in this clause prevents you from consulting a legal adviser or other third party company before you submit your claim directly to us under clause 18a1) above.

18a3) We will not deal with any claim submitted by a third party company on your behalf if you have not first followed the process in clause 18a1) above.

18a4) Clause 18a1) does not apply to a passenger who makes a claim on behalf of other passengers in the same booking, or to a party who makes a claim on behalf of a passenger who lacks capacity to bring a claim or is a minor. We may ask for proof that the individual bringing the claim has authority to do so.

18a5) We will not deal with a claim made by a third party company on your behalf unless it provides the necessary documentation to prove that it has the authority to make the claim on your behalf.

18b) Actions for compensation must be brought within the applicable limitation period. For claims brought in England & Wales the limitation period is 6 years.

19. Making a complaint and alternative dispute resolution

19a) If you would like to make a complaint, you should contact our Customer Relations team.

Information about our complaints procedure can be found at: [Complaints and claims](#).

If you are not satisfied with our response to your complaint, you can refer your complaint to the Centre for Effective Dispute Resolution (CEDR): <http://www.cedr.com/aviation>.

You must refer your complaint to CEDR within 12 months after receiving our final response. Alternatively, you may use the European Commission's electronic form: <http://ec.europa.eu/odr>.

20. Passengers with a disability

20a) General and Reservations

If you are a passenger with a disability and you require any special assistance, you should inform us at the time of booking of your special needs.

20a2) If you are a passenger with a disability we will carry you where arrangements have been made to provide for your special needs. If you do not inform us at the time of booking of your special needs, we will nevertheless use reasonable efforts to accommodate your special needs.

20b) Seating

All the rules of seating in clause 5e apply to seating passengers with a disability. In addition if you are a passenger with a disability which causes you to need a bulkhead seat, such as a disability which causes you to be accompanied by an assistance dog in the cabin in accordance with clause 8l, and you request a bulkhead seat, it will be provided to you if it is not already assigned to another passenger with a disability.

20c) Travel with an attendant

We may require that **you** travel with an attendant if it is essential for safety or **you** are unable to assist in **your** own evacuation from the aircraft or **you** are unable to understand safety instructions.

20d) Baggage

20d1) There is no charge for transporting any assistive device, such as a wheelchair or a cane, and such assistive devices will not be counted towards **your** free **baggage** allowance.

20d2) On flights where medical oxygen is permitted, **you** will be charged for the service of medical oxygen (and **you** will be required to be accompanied by an attendant).

20e) Stretchers

We reserve the right to cease accepting **passengers** who must travel on a stretcher on any flight.

21. Our Regulations



When **we** carry **you** and **your baggage** **you** must obey our regulations. These concern, among other things:

- unaccompanied children
- **passengers** with a disability
- pregnant women and sick passengers
- carrying animals
- restrictions on using electronic devices on board the aircraft
- smoking and drinking alcohol on board the aircraft
- forbidden items in **baggage** and
- limits on the measurements, size and weight of baggage.

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General Conditions of Carriage



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